

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Assignment and Assumption		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HORIZON CREDIT II LLC, AS ASSIGNEE OF HORIZON TECHNOLOGY FINANCE CORPORATION		03/21/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	L. MOLteni & C. DEI F.LLI ALITTI SOCIETÀ DI ESERCIZIO S.P.A.		
Street Address:	STRADA STATALE 67, FRAZIONE GRANATIERI		
City:	SCANDICCI (FLORENCE)		
State/Country:	ITALY		
Entity Type:	Company: ITALY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4102980	PROBUPHINE	
Serial Number:	87457505	TITAN PHARMACEUTICALS	
Serial Number:	86309090	PRONEURA	
Serial Number:	87278810	T	
Serial Number:	87278812	T TITAN PHARMACEUTICALS	
Serial Number:	87009766	BUPLANT	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Brandon Coyle c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	111889.00044 BRC		
NAME OF SUBMITTER:	Brandon R. Coyle		
SIGNATURE:	/brandonrcoyle/		

CH \$165.00 4102980

DATE SIGNED:	03/22/2018
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Total Attachments: 8

- source=Titan - Security Interest Assignment and Assumption - Trademarks (Executed 3-21-2018)#page1.tif
- source=Titan - Security Interest Assignment and Assumption - Trademarks (Executed 3-21-2018)#page2.tif
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- source=Titan - Security Interest Assignment and Assumption - Trademarks (Executed 3-21-2018)#page5.tif
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SECURITY INTEREST ASSIGNMENT AND ASSUMPTION

This SECURITY INTEREST ASSIGNMENT AND ASSUMPTION (this “Assignment and Assumption”), dated as of March 21, 2018 (the “Effective Date”), is made by Horizon Technology Finance Corporation, a Delaware corporation, as resigning Collateral Agent (as defined in the Venture and Security Agreement (defined below)), as assignor (“Horizon”) and L. MOLteni & C. DEI F.LLI ALITTI SOCIETÀ DI ESERCIZIO S.P.A., a company organized and existing under the laws of Italy, as successor Lender and Collateral Agent, as assignee (“Assignee”).

WHEREAS, reference is made to (i) that certain Venture Loan and Security Agreement, dated as of July 27, 2017, by and between Titan Pharmaceuticals, Inc., as borrower (“Borrower”), and Horizon (as amended, restated, supplemented or otherwise modified, the “Venture and Security Agreement”), and (ii) that certain Grant of Security Interest Trademarks, dated as of February 2, 2018, by Borrower in favor of Horizon Credit II LLC (“Assignor”), as assignee of Horizon (the “Grant of Security Interest”);

WHEREAS, pursuant to the Venture and Security Agreement and the Grant of Security Interest, Borrower granted Horizon and Assignor a security interest in all right, title and interest of Borrower in and to the Trademarks (as defined in the Grant of Security Interest), together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks;

WHEREAS, the Grant of Security Interest was recorded with the U.S. Patent and Trademark Office at Reel 006264, Frame 0609 on February 2, 2018;

WHEREAS, pursuant to the Amended and Restated Venture Loan and Security Agreement, dated as of the date hereof (the “Restated Venture and Security Agreement”), between Horizon and Assignee, Assignee is now a Lender and has been appointed successor Collateral Agent; and

WHEREAS, in furtherance of Assignee’s replacement of Horizon as the Collateral Agent, Assignee wishes to acquire and Assignor wishes to assign all of its right, title and interest in, to and under the Grant of Security Interest, including without limitation the Assigned Interest (as defined below), and all documents relating thereto.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Assignor hereby irrevocably, absolutely and unconditionally assigns to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Restated Venture and Security Agreement, and Assignee hereby assumes from Assignor, the interest in and to Assignor’s rights and obligations under the Grant of Security Interest (the “Assigned Interest”), including in all Trademarks listed on Schedule I hereto, as of the Effective Date.

2. From and after the Effective Date and as further set forth in the Restated Venture and Security Agreement, (a) Assignee shall be a party to the Grant of Security Interest and, to the extent provided in this Assignment and Assumption, have the rights and obligations of the Collateral Agent thereunder and shall be bound by the provisions thereof and (b) Assignor shall, to the extent provided in this Assignment and Assumption and the Restated Venture and Security Agreement, relinquish its rights and be released from its obligations under the Grant of Security Interest. Nothing set forth herein shall modify or limit in any respect the provisions of the Restated Venture and Security Agreement.

3. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

4. This Assignment and Assumption may be executed by one or more of the parties to this Assignment and Assumption in any number of separate counterparts (including by telecopy or Adobe PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

HORIZON TECHNOLOGY FINANCE CORPORATION

By: Robert D. Pomeroy, Jr.
Name: ROBERT D. POMEROY, JR.
Title: CEO


HORIZON CREDIT II LLC,
as Assignor and as assignee of HORIZON TECHNOLOGY FINANCE CORPORATION

By: Robert D. Pomeroy, Jr.
Name: ROBERT D. POMEROY, JR.
Title: CEO

[Signature Page to Security Interest Assignment and Assumption (Trademark)]


Accepted:

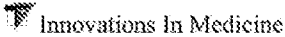
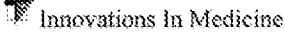
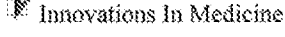
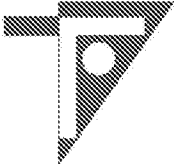

L. MOLteni & C. DEI F.LLI ALITTI SOCIETÀ DI ESERCIZIO S.P.A.,
as Assignee

By: 
Name: GIUSEPPE SEBASTIANO
Title: MANAGING DIRECTOR

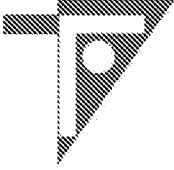
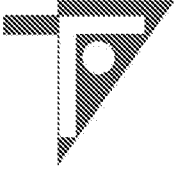
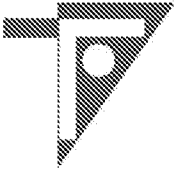
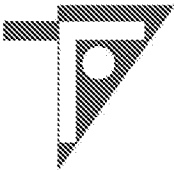
[Signature Page to Security Interest Assignment and Assumption (Trademark)]

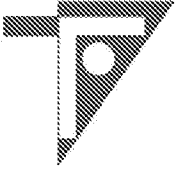





SCHEDULE I

Trademark	Country	Owner	Registration Number	Registration Date
T & DESIGN 	Japan	Titan Pharmaceuticals, Inc.	4656286	03/20/2003
PROBUPHINE.	United States of America	Titan Pharmaceuticals, Inc.	4,102,980	02/21/2012
PROBUPHINE	European Union	Titan Pharmaceuticals, Inc.	002707743	10/27/2003
PROBUPHINE	Japan	Titan Pharmaceuticals, Inc.	4707954	09/05/2003
PROBUPHINE	Switzerland	Titan Pharmaceuticals, Inc.	502931	05/17/2002
PROBUPHINE	European Union	Titan Pharmaceuticals, Inc.	010891646	10/11/2012
PROBUPHINE	Switzerland	Titan Pharmaceuticals, Inc.	631889	07/16/2012
PROBUPHINE	Australia	Titan Pharmaceuticals, Inc.	1545572	12/16/2013
PROBUPHINE	Mexico	Titan Pharmaceuticals, Inc.	1380691	07/03/2013
TITAN PHARMACEUTICALS	Japan	Titan Pharmaceuticals, Inc.	2002045667	01/10/2003
PRONEURA	Japan	Titan Pharmaceuticals, Inc.	4821226	11/26/2004
PRONEURA	Switzerland	Titan Pharmaceuticals, Inc.	524391	08/17/2004
PRONEURA	European Union	Titan Pharmaceuticals, Inc.	004940359	02/13/2007
T LOGO PLUS INNOVATIONS IN MEDICINE	Switzerland	Titan Pharmaceuticals, Inc.	532111	02/25/2005

				
T LOGO PLUS INNOVATIONS IN MEDICINE 	Japan	Titan Pharmaceuticals, Inc.	4933523	03/03/2006
T LOGO PLUS INNOVATIONS IN MEDICINE 	European Union	Titan Pharmaceuticals, Inc.	004591483	08/22/2006
BUPLANT	Madrid Protocol	Titan Pharmaceuticals, Inc.	IR1320700	08/26/2016
BUPLANT	Australia	Titan Pharmaceuticals, Inc.	IR1320700	08/26/2016
BUPLANT	European Union	Titan Pharmaceuticals, Inc.	IR1320700	08/26/2016
BUPLANT	Mexico	Titan Pharmaceuticals, Inc.	IR1320700	08/26/2016
BUPLANT	Switzerland	Titan Pharmaceuticals, Inc.	IR1320700	08/26/2016
T & DESIGN 	Madrid Protocol	Titan Pharmaceuticals, Inc.	IR1370158	06/16/2017
TITAN PHARMACEUTICALS & DESIGN 	Madrid Protocol	Titan Pharmaceuticals, Inc.	IR1366454	06/16/2017

Trademark Application	Country	Owner	Application Number	Application Date
PROBUPHINE	Canada	Titan Pharmaceuticals, Inc.	1612370	02/01/2013

PROBUPHINE	European Union	Titan Pharmaceuticals, Inc.	017362781	10/18/2017
PROBUPHINE	Switzerland	Titan Pharmaceuticals, Inc.	629852017	10/17/2017
TITAN PHARMACEUTICALS	United States of America	Titan Pharmaceuticals, Inc.	87/457,505	05/19/2017
PRONEURA	United States of America	Titan Pharmaceuticals, Inc.	86/309,090	06/13/2014
PRONEURA	Canada	Titan Pharmaceuticals, Inc.	1494136	08/31/2010
BUPLANT	United States of America	Titan Pharmaceuticals, Inc.	87/009,766	04/21/2016
T & DESIGN 	United States of America	Titan Pharmaceuticals, Inc.	87/278,810	12/22/2016
T & DESIGN 	Canada	Titan Pharmaceuticals, Inc.	1843050	06/16/2017
T & DESIGN 	European Union	Titan Pharmaceuticals, Inc.	IR1370158	06/16/2017
T & DESIGN 	Japan	Titan Pharmaceuticals, Inc.	IR1370158	06/16/2017
T & DESIGN	Switzerland	Titan Pharmaceuticals, Inc.	IR1370158	06/16/2017

				
TITAN PHARMACEUTICALS & DESIGN 	United States of America	Titan Pharmaceuticals, Inc.	87/278,812	12/22/2016
TITAN PHARMACEUTICALS & DESIGN 	Canada	Titan Pharmaceuticals, Inc.	1843052	06/16/2017
TITAN PHARMACEUTICALS & DESIGN 	European Union	Titan Pharmaceuticals, Inc.	IR1366454	06/16/2017
TITAN PHARMACEUTICALS & DESIGN 	Japan	Titan Pharmaceuticals, Inc.	IR1366454	06/16/2017
TITAN PHARMACEUTICALS & DESIGN 	Switzerland	Titan Pharmaceuticals, Inc.	IR1366454	06/16/2017