

03-13-2003

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To the Honorable Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies), and execution date(s):

1. Pherin Pharmaceuticals, Inc. November 4, 2002

## 3. Nature of conveyance:

SECURITY AGREEMENT (and amended Schedule 1) -  
copy (13 pages)

## 2. Name and address of receiving party(ies):

1. Martha Berliner  
2. David Hamburger  
3. 2001 McCarthy Family Trust  
4. Julian N. Stern  
5. Julian N. Stern, A Professional Corporation

All: % Julian N. Stern  
Heller Ehrman White & McAuliffe LLP  
275 Middlefield Road  
Menlo Park CA 94025-3506

## 4. Application number(s) or patent number(s):

Attorney Docket No. 18136-0000

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

**SEE ATTACHED SCHEDULE listing 31 patents and applications,  
and attached Provisional Application Cover Sheet for 1 provisional application (App. No. not yet known)**

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Heller Ehrman White & McAuliffe LLP  
275 Middlefield Road  
Menlo Park CA 94025-3506

## 6. Total number of applications and patents involved: 32

## 7. Total fee (37 CFR 3.41)..\$1400.00 (includes \$120 fee for expedited recordation)

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit Account Number:

08-1641

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Derek P. Freyberg, Reg. No. 29,250

Name of Person Signing

Signature

3/12/2003

Date

Total number of pages including cover sheet, attachments and document: [ 18 ]

# Pherin Pharmaceuticals, Inc. US Patent Rights

Heller Ehrman Ref.: 18136-1	Title	Application No. or Patent No.	Filing date (apps. only)	Issue date	Expiry date	Status <sup>2</sup>
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**PHERIN PHARMACEUTICALS, INC.  
SECURITY AGREEMENT**

This Security Agreement ("**Agreement**") is made as of the 4th day of November, 2002 (the "**Effective Date**"), by and between PHERIN PHARMACEUTICALS, INC., a California corporation, ("**Debtor**"), and the persons named on Schedule 1 hereto ("**Secured Parties**"). Additional persons may be added to Schedule 1 as Secured Parties by the Debtor after the date hereof, provided that the total secured debt shall not exceed \$3,000,000.

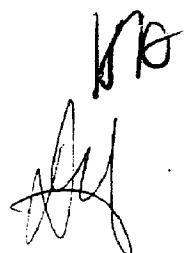
This Agreement is entered into in connection with each Secured Parties' loan to Debtor of the amount set forth opposite such Secured Parties' name on Schedule 1 hereto pursuant to a Convertible Promissory Note in the aggregate principal amount, for all notes, of up to \$3,000,000 (each a "**Note**" and together the "**Notes**"). As such, Schedule 1 may be added to from time to time, up to an aggregate amount of \$3,000,000 for all Notes. Capitalized terms used herein without definition shall have the meanings assigned in the Note.

Secured Parties and Debtor agree as follows:

**1. Definitions.**

1.1 "**Collateral**". The Collateral shall consist of all of the personal property of Debtor, wherever located, and now owned or hereafter acquired, including:

- (i) Accounts;
- (ii) Chattel paper;
- (iii) Inventory;
- (iv) Equipment;
- (v) Instruments, including promissory notes;
- (vi) Investment property;
- (vii) Documents;
- (viii) Deposit Accounts;
- (ix) Letter-of-credit right;
- (x) General intangibles, including patents, patent applications, trademarks and copyrights;
- (xi) Supporting obligations; and



- (xii) To the extent not listed above as original collateral, proceeds and products of the foregoing.

1.2 **"Loan Documents"**. The Loan Documents are this Agreement and the Notes.

1.3 **"Obligations"**. This Agreement secures the following:

- (i) Debtor's obligations under the Notes;
- (ii) all of Debtor's other present and future obligations to Secured Parties;
- (iii) the repayment of (a) any amounts that Secured Parties may advance or spend for the maintenance or preservation of the Collateral, and (b) any other expenditures that Secured Parties may make under the provisions of the Loan Documents or for the benefit of Debtor;
- (iv) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; and
- (v) any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

1.4 **"UCC"**. Any term used in the Uniform Commercial Code ("**UCC**") and not defined in this Agreement has the meaning given to the term in the UCC.

## 2. **Grant of Security Interest.**

Debtor grants a security interest in the Collateral to Secured Parties to secure the payment or performance of the Obligations. Julian N. Stern shall act as agent ("**Agent**") for the Secured Parties and shall take the actions specified herein on behalf of and for the benefit of the Secured Parties. Agent shall not be liable to the Secured Parties for any action or failure to act as Agent under this Agreement, and shall be indemnified and held harmless by them for any action or failure to act on the part of Agent hereunder, except in the case of Agent's gross negligence or willful misconduct as determined by a court of competent jurisdiction.

## 3. **Perfection of Security Interests.**

3.1 ***Filing of Financing Statement.***

- (i) Debtor authorizes Agent to file a financing statement (the "**Financing Statement**") describing the Collateral with the Secretary of State of California.

(ii) Debtor authorizes Agent to file a financing statement (the "**Financing Statement**") describing any agricultural liens or other statutory liens held by Secured Parties.

(iii) Debtor authorizes Agent to file a financing statement (the "**US PTO Statement**") with the U.S. Patent and Trademark Office

The Secured Party under any Note may exercise all rights under Section 9 hereof.

### 3.2 **Possession.**

(i) Debtor shall have possession of the Collateral, except where expressly otherwise provided in this Agreement or where Agent chooses to perfect its security interest by possession in addition to the filing of a financing statement.

(ii) Where Collateral is in the possession of a third party, Debtor will join with Secured Parties in notifying the third party of Secured Parties' security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Parties.

3.3 **Control.** Debtor will cooperate with Secured Parties in obtaining control with respect to Collateral consisting of:

- (i) Deposit Accounts;
- (ii) Investment Property;
- (iii) Letter-of-credit rights; and
- (iv) Electronic chattel paper.

3.4 **Marking of Chattel Paper.** Debtor will not create any Chattel Paper without placing a legend on the Chattel Paper acceptable to Agent indicating that Secured Parties have a security interest in the Chattel Paper.

## 4. **Post-Closing Covenants and Rights Concerning the Collateral.**

4.1 **Inspection.** The parties to this Security Agreement may inspect any Collateral in the other party's possession, at any time upon reasonable notice.

4.2 **Personal Property.** The Collateral shall remain personal property at all times. Debtor shall not affix any of the Collateral to any real property in any manner which would change its nature from that of personal property to real property or to a fixture.

4.3 **Agent's Collection Rights.** Agent shall have the non-exclusive right at any time to enforce Debtor's rights against the account debtors and obligors.

4.4 **Limitations on Obligations Concerning Maintenance of Collateral.**

- (i) **Risk of Loss.** Debtor has the risk of loss of the Collateral.
- (ii) **No Collection Obligation.** Agent has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

4.5 **No Disposition of Collateral.** Without the consent of the Secured Parties, Debtor agrees not to:

- (i) make any sales or leases of any of the Collateral; or
- (ii) grant any other security interest in any of the Collateral.

5. **Debtor's Representations and Warranties.**

Debtor warrants and represents that:

5.1 **Title to and Transfer of Collateral.** It has rights in or the power to transfer the Collateral and its title to the Collateral is free of all adverse claims, liens, security interests and restrictions on transfer or pledge except as created by this Agreement.

5.2 **Location of Collateral.** All collateral consisting of goods is located solely in the States (the "**Collateral States**") listed in Exhibit A.

5.3 **Location, State of Incorporation, and Name of Debtor.** Debtor's:

- (i) chief executive office is located in the State (the "**Chief Executive Office State**") identified in Exhibit B;
- (ii) state of incorporation is the state (the "**Debtor State**") identified in Exhibit B; and
- (iii) exact legal name is as set forth in the first paragraph of this Agreement.

6. **Debtor's Covenants.**

Until the Obligations are paid in full, Debtor agrees that it will:

6.1 Preserve its corporate existence and not, in one transaction or a series of related transactions, engage in an Exit Acquisition;



6.2 Not change the state where it is located; and

6.3 Not change its corporate name without providing Secured Parties with 30 days' prior written notice.

**7. Events of Default.**

The occurrence of any of the following shall, at the option of holders of a majority in aggregate principal amount of the Notes, be an Event of Default:

7.1 Any default, Event of Default (as defined herein or therein) by Debtor under any of the Loan Documents or any of the other Obligations;

7.2 Debtor's failure to comply with any of the provisions of, or the incorrectness of any representation or warranty contained in any of the Loan Documents or in any of the other Obligations;

7.3 Transfer or disposition of any of the Collateral other than for value in the ordinary course of business, except as expressly permitted by this Agreement;

7.4 Attachment, execution, or levy on any of the Collateral;

7.5 Debtor shall fail to comply with any federal, state or local (a) hazardous waste or environmental law, (b) asset forfeiture or similar law which can result in the forfeiture of property, or (c) other law, where noncompliance may have any significant effect on the Collateral;

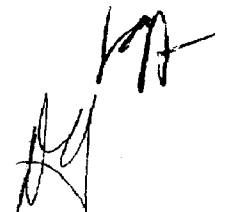
7.6 Debtor shall become subject to any administrative or judicial proceeding under any federal, state or local (a) hazardous waste or environmental law, (b) asset forfeiture or similar law which can result in the forfeiture of property, or (c) other law, where such proceeding may have any significant effect on the Collateral; or

7.7 Secured Parties shall receive at any time following the Closing an appropriate Report indicating that Secured Parties' security interest is not prior to all other security interests or other interests reflected in the report.

**8. Default Costs.**

Should an Event of Default occur, Debtor will pay to Secured Parties all costs reasonably incurred by the Secured Parties for the purpose of enforcing their rights hereunder, including:

- (i) Costs of foreclosure;
- (ii) Costs of obtaining money damages; and



- (iii) A reasonable fee for the services of an attorney employed by Agent for any purpose related to this Agreement or the Obligations, including consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or arbitration.

## 9. Remedies Upon Default.

9.1 **General.** Upon any Event of Default, Agent may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce, or satisfy any Obligations then owing, whether by acceleration or otherwise. The Secured Parties will share *pari passu* in the proceeds of any foreclosure sale of the Collateral.

9.2 **Concurrent Remedies.** Upon an Event of Default, the Agent shall have the right to pursue any of the following remedies separately, successively, or simultaneously:

- (i) File suit and obtain judgment, and, in conjunction with any action, Agent may seek any ancillary remedies provided by law, including levy of attachment and garnishment.
- (ii) Take possession of any Collateral if not already in its possession without demand and without legal process. Upon Agent's demand, Debtor will assemble and make the Collateral available to the Agent as it directs. Debtor grants to Agent the right, for this purpose, to enter into or on any premises where Collateral may be located.
- (iii) Without taking possession, sell, lease or otherwise dispose of the Collateral at public or private sale in accordance with the UCC.

## 10. Foreclosure Procedures.

10.1 **No Waiver.** No delay or omission by the Agent to exercise any right or remedy accruing upon any Event of Default shall (a) impair any right or remedy, (b) waive any default or operate as an acquiescence to the Event of Default, or (c) affect any subsequent default of the same or of a different nature.

10.2 **Notices.** Agent shall give Debtor such notice of any private or public sale as may be required by the UCC.

10.3 **Condition of Collateral.** Agent has no obligation to clean-up or otherwise prepare the Collateral for sale.

10.4 **No Obligation to Pursue Others.** Agent or any Section 9.1 Secured Party has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Agent may release, modify or waive any collateral provided by any other person to secure any of the Obligations, all without affecting Agent's rights against Debtor. Debtor waives any right it may have to require Agent to pursue any third person for any of the Obligations.

10.5 **Compliance With Laws.** Agent or any Section 9.1 Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

10.6 **Warranties.** Agent or any Section 9.1 Secured Party may sell the Collateral without giving any warranties as to the Collateral. Agent or any Section 9.1 Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

10.7 **Sales on Credit.** If the Agent or any Section 9.1 Secured Party sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by Agent and applied to the indebtedness of the Purchaser. In the event the purchaser fails to pay for the Collateral, Agent may resell the Collateral and Debtor shall be credited with the proceeds of the sale.

10.8 **Purchases by Agent.** In the event Agent or any Section 9.1 Secured Party purchases any of the Collateral being sold, Agent or any Section 9.1 Secured Party may pay for the Collateral by crediting some or all of the Obligations of the Debtor.

10.9 **No Marshaling.** Agent or any Section 9.1 Secured Party has no obligation to marshal any assets in favor of Debtor, or against or in payment of:

- (i) the Notes,
- (ii) any of the other Obligations, or
- (iii) any other obligation owed to Secured Parties by Debtor or any other person.

## 11. **Miscellaneous.**

### 11.1 **Assignment.**

- (i) This Agreement shall bind and shall inure to the benefit of the heirs, legatees, executors, administrators, successors, and assigns of Secured

Parties and shall bind all persons who become bound as a debtor to this Agreement.

- (ii) Secured Parties do not consent to any assignment by Debtor except as expressly provided in this Agreement.
- (iii) Secured Parties may assign its right or interest under this Agreement. If an assignment is made, Debtor shall render performance under this Agreement to the assignee. Debtor waives and will not assert against any assignee any claims, defenses, or setoffs which Debtor could assert against Secured Parties except defenses which cannot be waived.

11.2 **Severability.** Should any provision of this Agreement be found to be void, invalid or unenforceable by a court or panel of arbitrators of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid or unenforceable and shall not affect the remaining provisions of this Agreement.

11.3 **Notices.** Any notice required or permitted hereunder shall be given in writing and shall be conclusively deemed effectively given upon personal delivery or delivery by courier, or on the first business day after transmission if sent by confirmed facsimile transmission or electronic mail transmission, or five days after deposit in the United States mail, by registered or certified mail, postage prepaid, addressed to the Debtor and to the Secured Parties each as set forth in the Notes, or at such other address as the Debtor or the Secured Parties may designate by 10 days' advance written notice to each other.

11.4 **Headings.** Section headings used this Agreement are for convenience only. They are not a part of this Agreement and shall not be used in construing it.

11.5 **Governing Law.** This Agreement is being executed and delivered and is intended to be performed in the State of California and shall be construed and enforced in accordance with the laws of the State of California except to the extent that the UCC provides for the application of the law of the Debtor States.

11.6 **Rules of Construction.**

- (i) No reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of the Collateral by the Debtor.
- (ii) "Includes" and "including" are not limiting.
- (iii) "Or" is not exclusive.

(iv) "All" includes "any" and "any" includes "all."

**11.7 Integration and Modifications.**


- (i) This Agreement is the entire agreement of the Debtor and Secured Parties concerning its subject matter.
- (ii) Any modification to this Agreement must be made in writing and signed by the party adversely affected.

**11.8 Waiver.** Any party to this Agreement may waive the enforcement of any provision to the extent the provision is for its benefit. Any waiver must be in writing.

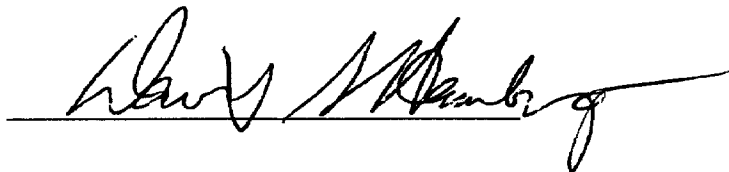
**11.9 Further Assurances.** Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Parties to evidence or perfect the security interest granted herein, to maintain the first priority of the security interests, or to effectuate the rights granted to Secured Parties herein.

The parties have signed this Agreement as of the day and year first above written.

**DEBTOR  
PHERIN PHARMACEUTICALS, INC.**

By:   
Name: DAVID GOODMAN, MD  
Title: CEO

**SECURED PARTIES**



## SCHEDULE 1

### Secured Parties

David Hamburger	\$250,000
Julian N. Stern	\$700,000
Julian N. Stern, A Professional Corporation	\$300,000

EXHIBIT A

States Where Collateral Is Located

California



## EXHIBIT B

Chief Executive Office: California  
State of Incorporation: California





**SCHEDULE 1**

**Secured Parties**

Martha Berliner	\$150,000
David Hamburger	\$250,000
2001 McCarthy Family Trust	\$100,000
Julian N. Stern	\$700,000
Julian N. Stern, A Professional Corporation	\$300,000

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