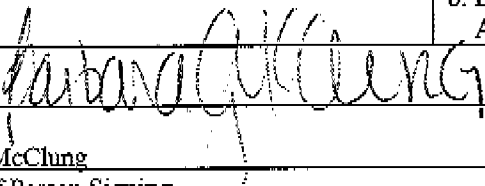


RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of Conveying Party(ies): ALZA Corporation Additional names of conveying party(ies) attached <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	2. Name and Address of Receiving Party(ies) Name: Intarcia Therapeutics, Inc. Street Address: 24650 Industrial Blvd. City: Hayward State: CA Zip Code: 94545 Country: United States Additional name(s) and address(es) attached <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
3. Nature of conveyance/Execution date(s): Execution Dates: 2 June 2008 <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424; Confirmatory License <input type="checkbox"/> Other _____	
4. Application or Patent Number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application Number(s) 60/459,473 10/815,169 60/507,920 10/953,895 60/517,220 10/969,753 60/518,111 10/978,597 Additional numbers attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	B. Patent Number(s) Additional numbers attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
5. Name and Address to whom correspondence concerning document should be mailed: Name: Barbara G. McClung Street Address: 24650 Industrial Blvd. City: Hayward State: CA Zip Code: 94545 Country: United States Phone Number: 510-723-3422 Facsimile Number: 510-782-7801 Email Address: barbara.mcclung@intarcia.com	6. Total Number of applications and patents involved: 8 7. Total Fee (37 C.F.R. §1.21(h) & 3.41): \$ 320 <input type="checkbox"/> Authorized to be charged by credit card. <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account. <input type="checkbox"/> Enclosed. <input type="checkbox"/> None Required (government interest not affecting title) 8. Payment Information: a. Credit Card: Last 4 Numbers: _____ Expiration Date: _____ b. Deposit Account No.: 504212 Authorized User Name: Barbara G. McClung
9. Signature:  Barbara G. McClung Name of Person Signing	3 June 2008 Date 33.113 Registration Number
Total Number of pages including this cover sheet, attachments, and documents: [9]	

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**AMENDMENT NO. 1 TO
LICENSE AGREEMENT**

This Amendment No. 1 to the License Agreement (this "Amendment"), effective as of October 22, 2007, is entered into by and between ALZA CORPORATION ("ALZA") and INTARCIA THERAPEUTICS, INC. ("Intarcia") to amend that certain License Agreement having an Effective Date of August 22, 2006 (the "License Agreement"), by and between ALZA and Intarcia.

WHEREAS, ALZA has notified Intarcia of its desire to assign certain patents rights to Intarcia previously referenced in the License Agreement as "Future Assigned Patents" and included in Exhibit D thereof;






NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Capitalized terms used but not defined or amended herein shall have the respective meanings given to such terms in the License Agreement.

3. **ALZA Assignment.** As of the date set forth above, ALZA hereby assigns to Intarcia all of ALZA's right, title, and interest in and to the patents and patent applications expressly listed in the Exhibit 3 as attached herein (hereinafter "Specified Patents"). Notwithstanding anything to the contrary, the scope of the assignment provided herein is expressly limited to the Specified Patents set forth in Exhibit 3. Nothing contained herein shall be construed to extend the scope of said assignment beyond the Specified Patents that are expressly referenced in Exhibit 3. This assignment shall be evidenced by an executed Assignment of Patents and Patent Applications, which shall be prepared by Intarcia at its sole expense, and filed by Intarcia at its sole expense, with the U.S. Patent and Trademark Office and its foreign counterparts as soon as reasonably practicable after the effective date of this Amendment. ALZA agrees to undertake any actions and execute and deliver any documents and instruments that are reasonably necessary to perfect Intarcia's title in and to the relevant Specified Patents in a timely manner, if so requested by Intarcia at Intarcia's sole expense. Pursuant to paragraphs 5

and 7 herein, Intarcia shall assume full responsibility for the Specified Patents on or before November 1, 2007. From August 15, 2007 until the assignment(s) of the Specified Patents are formally executed, but in no event beyond October 31, 2007, ALZA shall convey Intarcia's written instructions regarding prosecution of Specified Patents to foreign associates.

4. **Intarcia License-Back.** For the avoidance of doubt, it is the Parties' intent that this provision be construed in a manner that enables ALZA to meet its obligations under the DURECT Agreement and the Bayer Agreements. Pursuant to paragraph 2.6 of the License Agreement, Intarcia hereby grants to ALZA an exclusive (even as to Intarcia), perpetual, worldwide, royalty-free, sublicenseable, fully paid license under the Specified Patents solely to make, have made, use, import, export, sell, offer for sale, and have sold any products outside the Field. Such license outside the Field is granted solely to the extent necessary (i) to enable a product with respect to which ALZA or an Affiliate is performing or has performed product development activities for itself or a sublicensee, or (ii) for ALZA to fulfill its obligations to Bayer and/or DURECT under the Bayer Agreements or DURECT Agreement, respectively. Notwithstanding the above, the term of the license granted herein shall only be until the expiration or termination of both the DURECT Agreement and the Bayer Agreements.



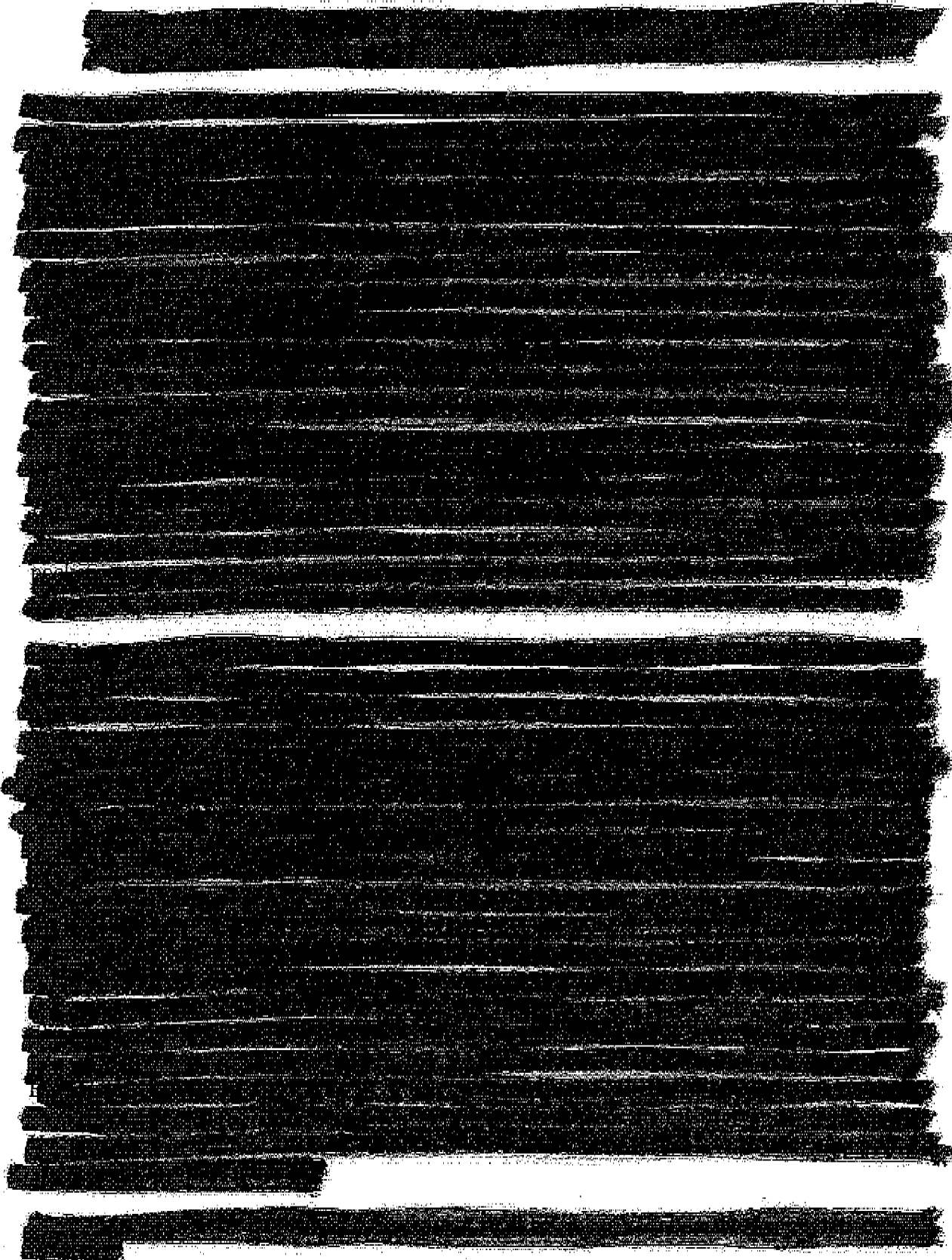
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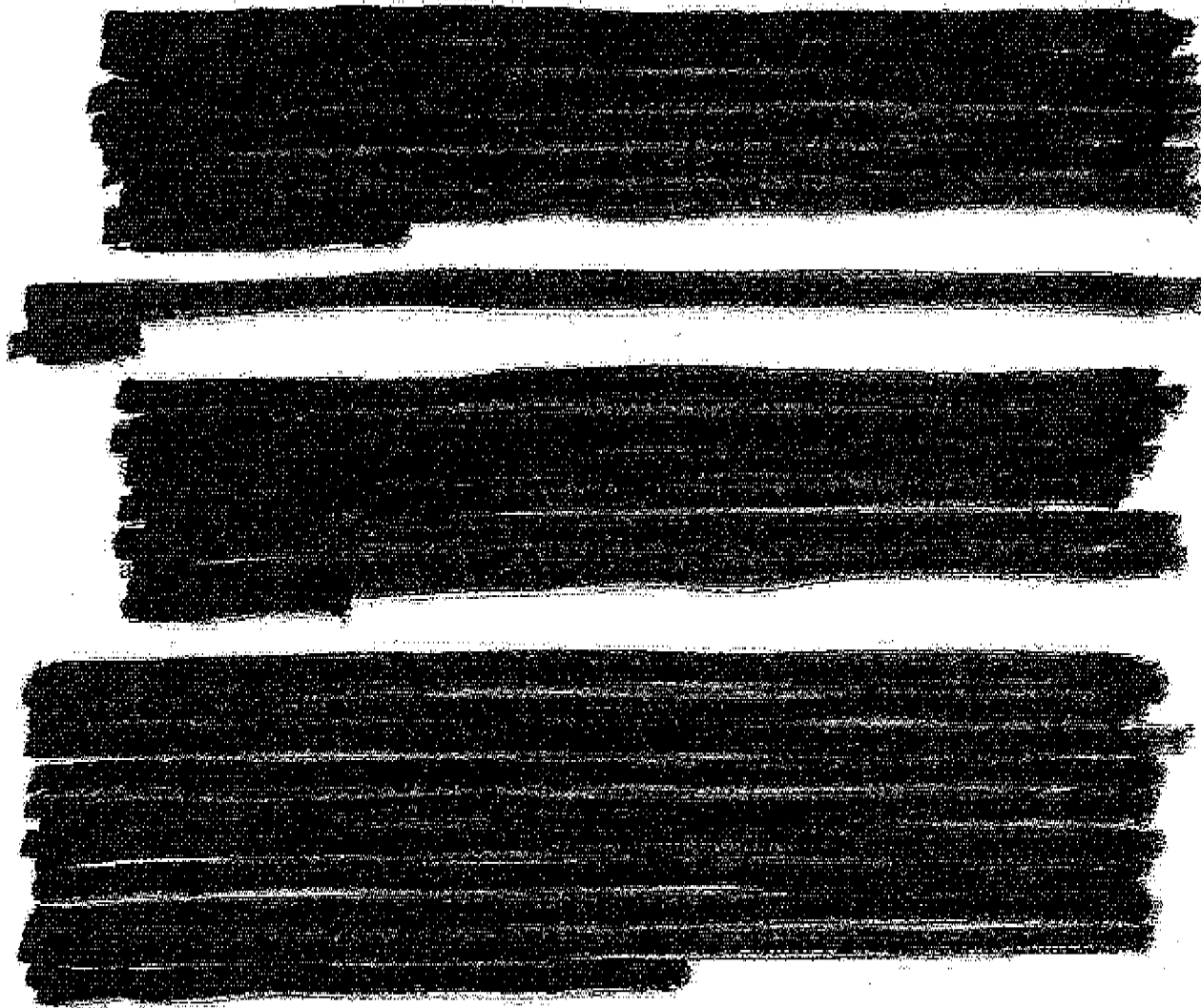
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12. Entire Agreement. Except as expressly amended herein, the terms of the License Agreement shall remain in full force and effect. The License Agreement (including the exhibits and schedules thereto) as amended by this Amendment, constitutes the entire agreement between ALZA and Intarcia with respect to the subject matter within and therein and supersedes all previous agreements and understandings between the Parties, whether written or oral. The License Agreement and this Amendment may be altered, amended or changed only by a writing making specific reference to the License Agreement and Amendment and signed by duly authorized representatives of ALZA and Intarcia.

13. Governing Law; Dispute Resolution. Article 10 of the License Agreement shall apply to this Amendment.

14. Counterparts. This Amendment may be executed in any two or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, ALZA and Intarcia, by their duly authorized officers, have executed this Amendment No. 1 to the License Agreement as of the date first written above.

AL
ALZA CORPORATION

By: *James J Barr*
Name: JAMES J BARR
Title: V.P. FINANCE + CFO

K. Alice Lung
INTARCIA THERAPEUTICS, INC.

By: *K. Alice Lung*
Name: K. Alice Lung
Title: President + CEO

**SECOND AMENDMENT TO
AMENDMENT NO. 1 TO
LICENSE AGREEMENT**

This Second Amendment, effective June 2, 2008, is to Amendment No. 1, effective October 22, 2007, to the License Agreement, having an Effective Date of August 22, 2006, and entered into by and between **ALZA CORPORATION** ("ALZA") and **INTARCIA THERAPEUTICS, INC.** ("Intarcia").


WHEREAS ALZA and Intarcia have entered into Amendment No. 1, effective October 22, 2007, subsequently amended by a First Amendment, effective May 1, 2008, and Amendment No. 2, effective December 11, 2007, to the License Agreement and certain patents and patent applications have been assigned by ALZA to Intarcia as set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. As of the effective date of this Second Amendment, Exhibit 3B attached hereto is appended to Exhibit 3 of Amendment No. 1.
2. All terms and conditions of the License Agreement, Amendment No. 1 thereto, the First Amendment to Amendment No. 1, and Amendment No. 2 thereto shall remain in full force and effect.
3. This Second Amendment may be executed in any two or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, ALZA and Intarcia, by their duly authorized representatives, have executed this Second Amendment to Amendment No. 1 to the License Agreement as of the date first set forth above.

ALZA CORPORATION

By: 
Name: V.P. Patent Law
Title: V.P. Patent Law

 INTARCIA THERAPEUTICS, INC.

By: 
Name: K. Bruce Leung
Title: PRESIDENT & CEO

EXHIBIT 3B

[ALZ 5017]

USSN 10/815,169, "Osmotic delivery system and method for decreasing start-up times for osmotic delivery systems," filed March 31, 2004 (publication number 2005-0010196; publication date January 13, 2005)

US Provisional 60/459,473, filed March 31, 2003

[ALZ 5059]

US 7,241,457, "Osmotically driven active agent delivery device providing an ascending release profile," issued July 10, 2007 (USSN 10/953,895, filed September 29, 2004)

US Provisional 60/507,920, filed September 30, 2003

[ALZ 5082]

USSN 10/969,753, "Osmotic pump with self-retaining, fast-start membrane plug," filed October 20, 2004 (publication number 2005-0095284; publication date May 5, 2005)

US Provisional 60/517,220, filed October 31, 2003

[ALZ 5086]

USSN 10/978,597, "Modular imbibition rate reducer for use with implantable osmotic pump," filed November 1, 2004 (publication number 2005-0101943; publication date May 12, 2005)

US Provisional 60/518,111, filed November 6, 2003

as well as any and all U.S. patents issuing or arising therefrom, together with any continuations, continuations-in-part, divisionals, extensions, reissues, and reexaminations resulting therefrom.

No non-US patents or patent applications are included in this assignment.
