**PATENT ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

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### CORRESPONDENCE DATA

Fax Number: (858)550-6420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 858-550-6403  
Email: erin.obrien@cooley.com  
Correspondent Name: Erin O’Brien  
Address Line 1: c/o Cooley Godward Kronish LLP  
Address Line 2: 4401 Eastgate Mall

**PATENT**  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement") is entered into as of November 5, 2009 by and among TRIUS THERAPEUTICS, INC., a Delaware corporation ("Grantor"), SOFINNOVA VENTURE PARTNERS VII, L.P. ("Secured Party"), as collateral agent for the entities listed on Exhibit A hereto (the "Lenders"), and the Lenders.

RECITALS

A. The Lenders have made certain advances of money and certain financial accommodations to Grantor as evidenced by those Secured Convertible Promissory Notes executed by Grantor in favor of each Lender (as the same may be amended, modified or supplemented from time to time, each, a "Note" and collectively, the "Notes") pursuant to that certain Note Purchase Agreement dated as of even date herewith by and among Grantor and each Lender (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement"), such advances and financial accommodations being referred to herein as the "Loans". Each Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor grant to Secured Party, as collateral agent for itself and for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and the Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and among Grantor, Secured Party and each Lender (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), Grantor has granted to Secured Party, as collateral agent for itself and for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Notes, the Purchase Agreement, the Security Agreement and this Intellectual Property Security Agreement (collectively, the "Loan Documents"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and the Lenders, Grantor grants and pledges to Secured Party, as collateral agent for itself and for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks (and applications therefore) listed on Exhibits B, C and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.
This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits B, C, and D attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office, the United States Copyright Office or any foreign governmental authority, as applicable.

None of the terms or provisions of this Intellectual Property Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Secured Party (with the consent of the Majority Lenders).

This Intellectual Property Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Secured Party and the Lenders hereunder, inure to the benefit of Secured Party and the Lenders, any future holder of any of the Secured Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to Secured Party hereunder.

In all respects, including all matters of construction, validity and performance, this Intellectual Property Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction.

Notwithstanding anything to the contrary contained herein, if the Grantor shall issue additional Notes to Additional Purchasers as defined in, and pursuant to, Section 2.3 of the Purchase Agreement, such Additional Purchasers may become a party to this Intellectual Property Security Agreement by executing and delivering an additional counterpart signature page to this Intellectual Property Security Agreement and upon such execution and delivery, shall be deemed a “Lender” and a party hereunder.

[Signature pages follow.]
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

COMPANY:

TRIUS THERAPEUTICS, INC.

By: [Signature]

Jeffrey Stein, Ph.D.
President and Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SECURED PARTY,
AS COLLATERAL AGENT

SOFINNOVA VENTURE PARTNERS VII, L.P.

By: Sofinnova Management VII, L.L.C.
    its General Partner

By: ____________________________
    Michael Powell
    Managing General Partner

Address: 140 Geary Street, 10th Floor
        San Francisco, California 94108

LENDERS

SOFINNOVA VENTURE PARTNERS VII, L.P.

By: Sofinnova Management VII, L.L.C.
    its General Partner

By: ____________________________
    Michael Powell
    Managing General Partner

Address: 140 Geary Street, 10th Floor
        San Francisco, California 94108

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

LENDERS

KPCB HOLDINGS, INC., AS NOMINEE

By: [Signature]

Name: Joseph S. Jacob

Title: Senior Vice President

Address: c/o Kleiner, Perkins, Caufield & Byers
2750 Sand Hill Road
Menlo Park, CA 94025

[Signature Page to Intellectual Property Security Agreement]
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

INTERWEST PARTNERS IX, LP

By: InterWest Management Partners IX, LLC
its General Partner

By: [Signature]
Nina Kjellson
Venture Member

Address: 2710 Sand Hill Road, Second Floor
Menlo Park, California 94025

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

VERSANT VENTURE CAPITAL III, L.P.

By: Versant Ventures III, LLC
   its General Partner

By: __________________________
   Brian G. Atwood

Name: ________________________
   Brian G. Atwood

Title: _________________________
   Managing Director

Address: 3000 Sand Hill Road
         Building 4, Suite 210
         Menlo Park, California 94025

VERSANT SIDE FUND III, L.P.

By: Versant Ventures III, LLC
   its General Partner

By: __________________________
   Brian G. Atwood

Name: ________________________
   Brian G. Atwood

Title: _________________________
   Managing Director

Address: 3000 Sand Hill Road
         Building 4, Suite 210
         Menlo Park, California 94025

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

PRISM VENTURE PARTNERS V, L.P.

By: Prism Investment Partners V, L.P. its General Partner

By: Prism Venture Partners V, L.L.C. its General Partner

By: [Signature]
Managing Director

Address: 117 Kendrick Street, Suite 200
Needham, MA 02494

PRISM VENTURE PARTNERS V-A, L.P.

By: Prism Investment Partners V, L.P. its General Partner

By: Prism Venture Partners V, L.L.C. its General Partner

By: [Signature]
Managing Director

Address: 117 Kendrick Street, Suite 200
Needham, MA 02494
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

FINTECH GIMV FUND LP

By: FGF (GP) Management Limited
Its: General Partner

By: Denzil Boschat
Director

Address: La Motte Chambers,
St Helier
Jersey
Channel Islands
JE1 1BJ

[Signature Page to Intellectual Property Security Agreement]
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**DONG-A PHARMACEUTICAL CO., LTD.**

By: [Signature]

Name: **WON BAE KIM**

Title: **CEO**

Address: 252, Yongdu-dong
Dongdaemun-ku
Seoul 130-708
Korea

[Signature Page to Intellectual Property Security Agreement]
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

TMI CAPITAL LIMITED

By: [Signature]

Name: DONG-HOON SHIN

Title: DIRECTOR

Address: MULBERRY,
COOMBE HILL ROAD
KINGSTON UPON THAMES,
SURREY KT1 2DA, UK

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**KARIN EASTHAM DEFINED BENEFIT PLAN**

By: [Signature]

KARIN EASTHAM

Title: TRUSTEE

Address: 16875 Via Los Farolitos
San Diego, California 92075

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]
Exhibit A

LENDERS

KPCB HOLDINGS, INC., AS NOMINEE
SOFINNOVA VENTURE PARTNERS VII, L.P.
INTERWEST PARTNERS IX, LP
VERSANT VENTURE CAPITAL III, L.P.
VERSANT SIDE FUND III, L.P.
PRISM VENTURE PARTNERS V, L.P.
PRISM VENTURE PARTNERS V-A, L.P.
FINTECH GIMV FUND LP
DONG-A PHARMACEUTICAL CO., LTD.
TMI CAPITAL LIMITED
KARIN EASTHAM DEFINED BENEFIT PLAN
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Class 42: Pharmaceutical research and development services; medical research and development services                                                                                                                                                                                                 | Registered  
[Convention claimed as to U.S. Application Nos. 77/150,971 and 77/150,975] |
| TRIUS THERAPEUTICS | India       | 1608025 10/04/07         | N/A                 | Class 5: Anti-infective and anti-bacterial pharmaceutical preparations for the treatment of infections.  
Class 42: Pharmaceutical research and development services; medical research and development services                                                                                                                                                                                                 | Pending  
[Convention claimed as to U.S. Application Nos. 77/150,971 and 77/150,975] |
| TRIUS THERAPEUTICS | Japan       | 2007-102359 10/01/07     | 5137735 6/06/08     | Class 5: Anti-infective and anti-bacterial pharmaceutical preparations for the treatment of infections.  
Class 42: Pharmaceutical research and development services; medical research and development services                                                                                                                                                                                                                             | Registered  
[Convention claimed as to U.S. Application Nos. 77/150,971 and 77/150,975] |
| TRIUS THERAPEUTICS | Madrid Protocol (MAP) | A0009743 9/28/07  
940972 11/15/07 | 940972 11/15/07 | Class 5: Anti-infective and anti-bacterial pharmaceutical preparations for the treatment of infections.  
Class 42: Pharmaceutical research and development services; medical research and development services                                                                                                                                                                                                                             | Registered  
[Protection claimed in China and Singapore]  
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<th>SERIAL NO./FILING DATE</th>
<th>REG. NO./REG. DATE</th>
<th>CLASS/GOODS/SERVICES</th>
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<td>TRIUS THERAPEUTICS</td>
<td>New Zealand</td>
<td>776796 10/01/07</td>
<td>776796 4/03/08</td>
<td>Class 5: Anti-infective and anti-bacterial pharmaceutical preparations for the treatment of infections.</td>
<td>Registered [Convention claimed as to U.S. Application Nos. 77/150,971 and 77/150,975]</td>
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Class 42: Pharmaceutical research and development services; medical research and development services | Registered [Request for Extension of Protection Filed under Madrid Protocol (Application No. A0009743), Convention claimed as to U.S. Application Nos. 77/150,971 and 77/150,975] |