

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TRIU THERAPEUTICS, INC.	11/05/2009

RECEIVING PARTY DATA

Name:	SOFINNOVA VENTURE PARTNERS VII, L.P., as Collateral Agent
Street Address:	140 Geary Street
Internal Address:	10th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	12211655
Application Number:	10596412
Application Number:	12577089
Application Number:	61149402
Application Number:	61181955
Application Number:	11636379
Application Number:	11636394

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

501011351

PATENT  
REEL: 023496 FRAME: 0079

CH \$280.00 12211655

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

306814-108 TRIUS BRIDGE

NAME OF SUBMITTER:

Erin O'Brien

Total Attachments: 19

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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.

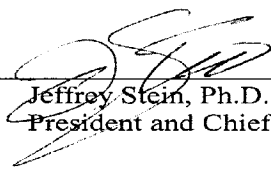
*[Signature pages follow.]*

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: \_\_\_\_\_



Jeffrey Stein, Ph.D.

President and Chief Executive Officer

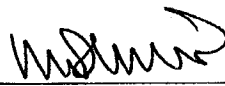
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

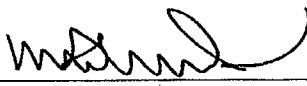
By:   
\_\_\_\_\_  
Michael Powell  
Managing General Partner

Address: 140 Geary Street, 10<sup>th</sup> 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, 10<sup>th</sup> 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: Joseph S. Lacob

Name: Joseph S. Lacob

Title: Senior Vice President

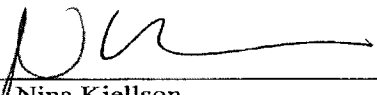
Address: c/o Kleiner, Perkins, Caufield & Byers  
2750 Sand Hill Road  
Menlo Park, CA 94025

[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:   
\_\_\_\_\_  
Nina Kjellson  
*Venture Member*

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

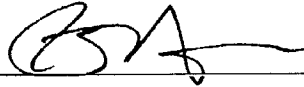
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]



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: \_\_\_\_\_

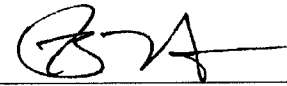
Name:\_\_\_\_\_ **Brian G. Atwood**

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: \_\_\_\_\_

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: Brendy M. O'Leary  
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: Brendy M. O'Leary  
Managing Director

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

[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.

**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: 

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: Dong Hoon Shin

Name: DONG-HOON SHIN

Title: DIRECTOR

Address: MULBERRY,  
COOMBE HILL ROAD,  
KINGSTON UPON THAMES,  
SURREY, KT2 7DU, 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:   
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

**EXHIBIT B**  
**COPYRIGHTS**

None.

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# EXHIBIT C

## PATENTS

Case No.	Title of Invention:	Country	Status	Application No.	Filing Date	Patent No	Date Issued	Publication Number	Publication Date
002DV1	NOVEL OXAZOLIDINONE DERIVATIVES	US	Published	12/211655	9/16/2008			2009-0192197 A1	7/30/2009
002NP	NOVEL OXAZOLIDINONE DERIVATIVES	US	Published	10/596412	6/13/2006			2007-0155798 A1	7/5/2007
002VAU	NOVEL OXAZOLIDINONE DERIVATIVES	AU	Issued	2004299413	12/17/2004	2004299413	7/9/2009		
002VBR	NOVEL OXAZOLIDINONE DERIVATIVES	BR	Published	PI0417800-9	12/17/2004				4/10/2007
002VCA	NOVEL OXAZOLIDINONE DERIVATIVES	CA	Pending	2549062	12/17/2004				
002VCN	NOVEL OXAZOLIDINONE DERIVATIVES	CN	Published	2.0048E+11	12/17/2004			CN1894242A	1/10/2007
002VEP	NOVEL OXAZOLIDINONE DERIVATIVES	EP	Published	4808458.6	12/17/2004			1699784	9/13/2006
002VIN	NOVEL OXAZOLIDINONE DERIVATIVES	IN	Pending	2167/CHENP/2006	12/17/2004				
002VJP	NOVEL OXAZOLIDINONE DERIVATIVES	JP	Pending	2006-545238	12/17/2004				
002VMX	NOVEL OXAZOLIDINONE DERIVATIVES	MX	Published	PA/a/2006/006955	12/17/2004				1/31/2007
002VNZ	NOVEL OXAZOLIDINONE DERIVATIVES	NZ	Published	547928	12/17/2004	547928	9/10/2009		5/29/2009
002VRAU	NOVEL OXAZOLIDINONE DERIVATIVES	AU	Pending	2009200606	12/17/2004				
002VRCN	NOVEL OXAZOLIDINONE DERIVATIVES	CN	Pending	4/80037612.2	12/17/2004				
002VRIN	NOVEL OXAZOLIDINONE DERIVATIVES	IN	Pending	3920/CHENP/2009	12/17/2004				
002VRU	NOVEL OXAZOLIDINONE DERIVATIVES	RU	Pending	2006125761	12/17/2004				
002VRNZ	NOVEL OXAZOLIDINONE DERIVATIVES	NZ	Pending	575842	12/17/2004				

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Case No.	Title of Invention:	Country	Status	Application No.	Filing Date	Patent No	Date Issued	Publication Number	Publication Date
003A	METHODS FOR PREPARING OXAZOLIDINONES AND COMPOSITIONS CONTAINING THEM	US	Pending	12/577089	10/9/2009				
003VPC	METHODS FOR PREPARING OXAZOLIDINONES AND COMPOSITIONS CONTAINING THEM	WO	Pending	PCT/US2009/060267	40095				
004A	CRYSTALLINE FORM	US	Unfiled						
004PR	CRYSTALLINE FORM	US	Unfiled	61/149402	2/3/2009				
005A	OXAZOLIDINONE COMPOSITIONS	US	Unfiled						
005PR	OXAZOLIDINONE COMPOSITIONS	US	Pending	61/181955	5/28/2010				
1130-2	Identification and Application of Antibiotic Synergy	US	Published	11/636,379	12/8/2006			US-2007-0178111-A1	8/2/2007
1130-2JP	Identification and Application of Antibiotic Synergy	JP	Published	2008-544559	12/8/2006			2009-523120	6/18/2009
1140-1	Method for Identifying Drug-Sensitizing Antisense DNA Fragments and Use Thereof	US	Published	11/636,394	12/8/2006			US-2007-0218481-A1	9/20/2007

**EXHIBIT D**  
**TRADEMARKS**

TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./REG. DATE	CLASS/GOODS/SERVICES	CURRENT STATUS
<u>TRIOUS THERAPEUTICS</u>	U.S.	77/150,975 4/06/07	N/A	Class 42: Pharmaceutical research and development services; medical research and development services	Pending; Allowed
<u>TRIOUS THERAPEUTICS</u>	U.S.	77/150,971 4/06/07	N/A	Class 5: Anti-infective and anti-bacterial pharmaceutical preparations for the treatment of infections	Pending; Allowed
TRIOUS THERAPEUTICS	Australia	1202019 10/02/07	1202019 2/18/08	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  <i>[Convention claimed as to U.S. Application Nos. 77/150,971 and 77/150,975]</i>
TRIOUS THERAPEUTICS	Canada	1366205 10/03/07	N/A	Anti-infective and anti-bacterial pharmaceutical preparations for the treatment of infections; Pharmaceutical research and development services; medical research and development services	Pending; Allowed  <i>[Convention claimed as to U.S. Application Nos. 77/150,971 and 77/150,975]</i>
TRIOUS THERAPEUTICS	China (MAP)	A0009743 9/28/07	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  <i>[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]</i>

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./REG. DATE	CLASS/GOODS/SERVICES	CURRENT STATUS
TRIUS THERAPEUTICS	CTM	6321731 9/30/07	6321731 8/29/08	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	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	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]  [Convention claimed as to U.S. Application Nos. 77/150,971 and 77/150,975]

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./REG. DATE	CLASS/GOODS/SERVICES	CURRENT STATUS
TRIUS THERAPEUTICS	New Zealand	776796  10/01/07	776796  4/03/08	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	Singapore (MAP)	T07/22072H  9/28/07	940972  9/09/08	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  [Request for Extension of Protection Filed under Madrid Protocol (Application No. <u>A0009743</u> ). Convention claimed as to U.S. Application Nos. 77/150,971 and 77/150,975]

650223 v6/SD