

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
ITHERX PHARMACEUTICALS, INC.	02/19/2010

RECEIVING PARTY DATA

Name:	EASTON IOTHERX, LLC
Street Address:	767 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

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City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028

Name:	THE SHANLEY FAMILY TRUST
Street Address:	130 Emerald Estates Ct.
City:	Emerald Hills
State/Country:	CALIFORNIA
Postal Code:	94062

Name:	NAUTILUS TRUST DTD 9/10/99
Street Address:	100 N. Crescent Dr. #300
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210

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501559119

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State/Country:	CALIFORNIA
Postal Code:	94024

Name:	JONATHAN A. VICTOR TRUST
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State/Country:	CALIFORNIA
Postal Code:	90077

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State/Country:	CALIFORNIA
Postal Code:	94115

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State/Country:	MASSACHUSETTS
Postal Code:	02140

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Postal Code:	90402

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Street Address:	17313 Palora St.
City:	Encino
State/Country:	CALIFORNIA
Postal Code:	91316

Name:	WONG-STAAI FAMILY TRUST DTD 9-27-1990
Street Address:	10665 Sorrento Valley Road
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121

Name:	JEFFREY MCKELVY
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City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121

Name:	MARGATE PARTNERS
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City:	Short Hills
State/Country:	NEW JERSEY
Postal Code:	07078

Name:	FND TRUST
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City:	Carmarillo
State/Country:	CALIFORNIA
Postal Code:	90312

Name:	THE RUBIN TRUST
Street Address:	c/o Lee Anthony Rubin 2161 Mandeville Canyon Road
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049

Name:	JOSHUA KAZAM
Street Address:	689 5th Avenue, 12th Floor
City:	New York
State/Country:	NEW YORK

Postal Code:	10022
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Name:	JOIA KAZAM
Street Address:	689 5th Avenue, 12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022

Name:	PETER KASH
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City:	New York
State/Country:	NEW YORK
Postal Code:	10956

Name:	DONNA KASH
Street Address:	48 King Arthur Court
City:	New York
State/Country:	NEW YORK
Postal Code:	10956

PROPERTY NUMBERS Total: 9

Property Type	Number
PCT Number:	US0934148
Patent Number:	7396936
Application Number:	10571031
Application Number:	10939324
Application Number:	60976162
Application Number:	11871775
PCT Number:	US0770547
PCT Number:	US0718049
PCT Number:	US0850723

CORRESPONDENCE DATA

Fax Number: (415)693-2222  
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Correspondent Name: Cooley LLP  
Address Line 1: 101 California Street, 5th Floor

**PATENT**  
**REEL: 026412 FRAME: 0886**

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:

308797-100 ITherX

NAME OF SUBMITTER:

C. Rhem

**Total Attachments: 37**

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of February 19, 2010 ("*Security Agreement*"), is made by and among I<sup>THERX</sup> PHARMACEUTICALS, INC., a California corporation ("*Grantor*"), and the secured parties listed on the signature pages hereto (each, a "*Secured Party*" and, collectively, the "*Secured Parties*").

### RECITALS

A. Each Secured Party has made and has agreed to make certain advances of money and to extend certain financial accommodations to Grantor as evidenced by those certain Secured Convertible Promissory Notes of even date herewith executed by Grantor in favor of each Secured Party and such other Secured Convertible Promissory Notes which may be executed by Grantor in favor of each Secured Party after the date hereof (each, a "*Note*" and, collectively, the "*Notes*") pursuant to that certain Note Purchase Agreement dated February 19, 2010 by and among Grantor and the Secured Parties (the "*Purchase Agreement*"), such advances, future advances, and financial accommodations being referred to herein as the "*Loans*".

B. The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to the Secured Parties this Security Agreement.

### AGREEMENT

NOW, THEREFORE, in order to induce the Secured Parties to make the Loans and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

1. **DEFINED TERMS.** When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"*Bankruptcy Code*" means Title XI of the United States Code.

"*Collateral*" shall have the meaning assigned to such term in **Section 2** of this Security Agreement.

"*Contracts*" means all contracts (including any customer, vendor, supplier, service or maintenance contract), leases (other than real property leases to which the Grantor is now or may in the future be a party), licenses, undertakings, purchase orders, permits, franchise agreements or other agreements (other than any right evidenced by Chattel Paper, Documents or Instruments), whether in written or electronic form, in or under which Grantor now holds or hereafter acquires any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

***“Copyright License”*** means any agreement, whether in written or electronic form, in which Grantor now holds or hereafter acquires any interest, granting any right in or to any Copyright or Copyright registration (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a copyright owned by a third party.

***“Copyrights”*** means all of the following now owned or hereafter acquired or created (as a work for hire for the benefit of Grantor) by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, in whole or in part: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions thereof; (d) any registrations to be issued in any pending applications, and shall include any right or interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (as a work for hire for the benefit of Grantor) or acquired by Grantor, in whole or in part; (e) prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (g) rights to sue for past, present and future infringements of any copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

***“Event of Default”*** means (i) any failure by Grantor forthwith to pay or perform any of the Secured Obligations, (ii) any breach by Grantor of any warranty, representation, or covenant set forth herein that is not cured within 10 days after the earlier of (a) the Grantor having actual knowledge of such breach and (b) delivery to Grantor of notice from a Secured Party of such breach, and (iii) any “Event of Default” as defined in the Notes.

***“Intellectual Property”*** means any intellectual property, in any medium, of any kind or nature whatsoever, now or hereafter owned or acquired or received by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, and shall include, in any event, any Copyright, Trademark, Patent, License, trade secret, customer list, marketing plan, internet domain name (including any right related to the registration thereof), proprietary or confidential information, mask work, source, object or other programming code, invention (whether or not patented or patentable), technical information, procedure, design, knowledge, know-how, software, data base, data, skill, expertise, recipe, experience, process, model, drawing, material or record.

***“License”*** means any Copyright License, Patent License, Trademark License or other license of rights or interests, whether in-bound or out-bound, whether in written or electronic form, now or hereafter owned or acquired or received by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, and shall include any renewals or extensions of any of the foregoing thereof.

***“Lien”*** means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

**"Majority Holders"** means any Secured Party or group of Secured Parties holding greater than 50% of the outstanding and unpaid principal under all Loans of all Secured Parties.

**"Money"** means a medium of exchange authorized or adopted by a domestic or foreign government and includes a monetary unit of account established by an intergovernmental organization or by agreement between two or more nations.

**"Patent License"** means any agreement, whether in written or electronic form, in which Grantor now holds or hereafter acquires any interest, granting any right with respect to any invention on which a Patent is in existence (whether Grantor is the licensee or the licensor thereunder).

**"Patents"** means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (f) rights to sue for past, present and future infringements of any patent.

**"Permitted Lien"** means: (a) any Liens existing on the date of this Security Agreement and set forth on Schedule A attached hereto; (b) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings; (c) Liens (i) upon or in any Equipment acquired or held by Grantor to secure the purchase price of such Equipment or indebtedness (including capital leases) incurred solely for the purpose of financing the acquisition of such Equipment or (ii) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the Equipment so acquired, improvements thereon and the Proceeds of such Equipment; (d) leases or subleases and licenses or sublicenses granted to others in the ordinary course of Grantor's business if such are not otherwise prohibited under this Security Agreement and do not interfere in any material respect with the business of Grantor; (e) any right, title or interest of a licensor under a license provided that such license or sublicense does not prohibit the grant of the security interest granted hereunder; (f) Liens arising from judgments, decrees or attachments to the extent and only so long as such judgment, decree or attachment has not caused or resulted in an Event of Default; (g) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and other similar Liens affecting real property not interfering in any material respect with the ordinary conduct of the business of Grantor; (h) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (i) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; (j) Liens in favor of a securities intermediary pursuant to such securities intermediary's customary customer account agreement; provided that any such Liens shall at no time secure any indebtedness or obligations other than



customary fees and charges payable to such securities intermediary; and (k) Liens in favor of banks or commercial finance or other commercial lending institutions regularly engaged in the business of lending money.

***“Pro Rata”*** means, as to any Secured Party at any time, the percentage equivalent at such time of such Secured Party’s aggregate unpaid principal amount of Loans, divided by the combined aggregate unpaid principal amount of all Loans of all Secured Parties.

***“Secured Obligations”*** means (a) the obligation of Grantor to repay the Secured Parties all of the unpaid principal amount of, and accrued interest on (including any interest that accrues after the commencement of bankruptcy), the Loans and (b) the obligation of Grantor to pay any fees, costs and expenses of Secured Party under the Notes, the Purchase Agreement or this Security Agreement.

***“Security Agreement”*** means this Security Agreement and all Schedules hereto, as the same may from time to time be amended, modified, supplemented or restated.

***“Trademark License”*** means any agreement, whether in written or electronic form, in which Grantor now holds or hereafter acquires any interest, granting any right in and to any Trademark or Trademark registration (whether Grantor is the licensee or the licensor thereunder).

***“Trademarks”*** means any of the following in which Grantor now holds or hereafter acquires any interest: (a) any trademarks, tradenames, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the ***“Marks”***); (b) any reissues, extensions or renewals thereof; (c) the goodwill of the business symbolized by or associated with the Marks; (d) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (e) rights to sue for past, present and future infringements of the Marks.

***“UCC”*** means the Uniform Commercial Code as the same may from time to time be in effect in the State of California (and each reference in this Security Agreement to an Article thereof (denoted as a Division of the UCC as adopted and in effect in the State of California) shall refer to that Article (or Division, as applicable) as from time to time in effect, which in the case of Article 9 shall include and refer to Revised Article 9 from and after the date Revised Article 9 shall become effective in the State of California); *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Secured Parties’ security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, the term ***“UCC”*** shall mean the Uniform Commercial Code (including the Articles thereof) as in effect at such

time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: "Account", "Account Debtor", "Chattel Paper", "Commercial Tort Claims", "Commodity Account", "Deposit Account", "Documents", "Equipment", "Fixtures", "General Intangible", "Goods", "Instrument", "Inventory", "Investment Property", "Letter-of-Credit Right", "Money", "Payment Intangibles", "Proceeds", "Promissory Notes", "Securities Account", and "Supporting Obligations". Each of the foregoing defined terms shall include all of such items now owned, or hereafter acquired, by Grantor.

**2. GRANT OF SECURITY INTEREST.** As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Secured Parties to cause the Loans to be made, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Parties, and hereby grants to the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, (all of which being collectively referred to herein as the "*Collateral*");

- (a) All Accounts of Grantor;
- (b) All Chattel Paper of Grantor;
- (c) The Commercial Tort Claims of Grantor;
- (d) All Commodity Accounts of Grantor;
- (e) All Contracts of Grantor;
- (f) All Deposit Accounts of Grantor;
- (g) All Documents of Grantor;
- (h) All General Intangibles of Grantor, including, without limitation, Intellectual Property;
- (i) All Goods of Grantor, including, without limitation, Equipment, Inventory, and Fixtures;
- (j) All Instruments of Grantor, including, without limitation, Promissory Notes;
- (k) All Investment Property of Grantor;
- (l) All Letter-of Credit Rights of Grantor;
- (m) All Money of Grantor;

(n) All Securities Accounts of Grantor;

(o) All Supporting Obligations of Grantor;

(p) All property of Grantor held by any Secured Party, or any other party for whom any Secured Party is acting as agent, including, without limitation, all property of every-description now or hereafter in the possession or custody of or in transit to any Secured Party or such other party for any purpose, including, without limitation, safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power;

(q) All other goods and personal property of Grantor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired, existing, leased or consigned by or to Grantor; and

(r) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

Notwithstanding the foregoing provisions of this **Section 2**, the grant, assignment and transfer of a security interest as provided herein shall not extend to, and the term "*Collateral*" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise or (b) any Account, Chattel Paper, General Intangible or Promissory Note in which Grantor has any right, title or interest if and to the extent such Account, Chattel Paper, General Intangible or Promissory Note includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such Account, Chattel Paper, General Intangible or Promissory Note to enforce any remedy with respect thereto; *provided* that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such Account, Chattel Paper, General Intangible or Promissory Note or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-406(d), 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided further* that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Grantor shall be deemed to have granted on the date hereof a security interest in, all its rights, title and interests in and to such Account, Chattel Paper, General Intangible or Promissory Note as if such provision had never been in effect; and *provided further that* the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect any Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such Account, Chattel Paper, General Intangible or Promissory Note and in any such monies and other proceeds of such Account, Chattel Paper, General Intangible or Promissory Note.

If Grantor shall at any time acquire a Commercial Tort Claim, Grantor shall immediately notify Secured Party in a writing signed by Grantor of the brief details thereof and grant to

Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance satisfactory to Secured Party.

### **3. RIGHTS OF SECURED PARTIES; COLLECTION OF ACCOUNTS.**

(a) Notwithstanding anything contained in this Security Agreement to the contrary, Grantor expressly agrees that it shall remain liable under each of its Contracts, Chattel Paper, Documents, Instruments and Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract, Chattel Paper, Document, Instrument, and License. No Secured Party shall have any obligation or liability under such Contract, Chattel Paper, Document, Instrument or License by reason of or arising out of this Security Agreement or the granting to the Secured Parties of a lien therein or the receipt by any Secured Party of any payment relating to any such Contract, Chattel Paper, Document, Instrument or License pursuant hereto, nor shall any Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any such Contract, Chattel Paper, Document, Instrument or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such Contract, Chattel Paper, Document, Instrument or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) The Secured Parties authorize Grantor to collect its Accounts. Upon the occurrence and during the continuance of any Event of Default, at the request of the Majority Holders, Grantor shall deliver all original and other documents evidencing and relating to the performance of labor or service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

(c) Any Secured Party may at any time, upon the occurrence and during the continuance of any Event of Default and the written consent of the Majority Holders, notify Account Debtors of Grantor, parties to the Contracts of Grantor, and obligors in respect of Instruments of Grantor and obligors in respect of Chattel Paper of Grantor that the Accounts and the right, title and interest of Grantor in and under such Contracts, Instruments and Chattel Paper have been assigned to the Secured Parties and that payments shall be made directly to Secured Parties. Upon the occurrence and during the continuance of any Event of Default, upon the request of the Majority Holders, Grantor shall so notify such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper. Secured Party may, in its name or in the name of other Secured Parties, communicate with such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper to verify with such parties, to such Secured Party's satisfaction, the existence, amount and terms of any such Accounts, Contracts, Instruments or Chattel Paper.

**4. REPRESENTATIONS AND WARRANTIES.** Grantor hereby represents and warrants to the Secured Parties that:

(a) Except for the security interest granted to the Secured Parties under this Security Agreement and Permitted Liens, Grantor is the sole legal and equitable owner of each item of the Collateral in which it purports to grant a security interest hereunder.

(b) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, except such as may have been filed by Grantor in favor of the Secured Parties pursuant to this Security Agreement and except for Permitted Liens.

(c) This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which Grantor now has rights.

(d) Grantor's taxpayer identification number is set forth in the signature page hereof. Grantor's chief executive office, principal place of business, and the place where Grantor maintains its records concerning the Collateral are presently located at the address set forth on the signature page hereof. The Collateral consisting of goods, other than motor vehicles and such other mobile goods, is presently located at such address and at such additional addresses set forth on **Schedule B** attached hereto.

(e) All Collateral of Grantor consisting of Chattel Paper, Instruments or Investment Property is set forth on **Schedule C** attached hereto.

(f) The name and address of each depository institution at which Grantor maintains any Deposit Account and the account number and account name of each such Deposit Account is listed on **Schedule D** attached hereto. The name and address of each securities intermediary or commodity intermediary at which Grantor maintains any Securities Account or Commodity Account and the account number and account name is listed on **Schedule D** attached hereto. Grantor agrees to amend **Schedule D** upon Majority Holders' request to reflect the opening of any additional Deposit Account, Securities Account or Commodity Account, or closing or changing the account name or number on any existing Deposit Account, Securities Account, or Commodity Account.

**5. COVENANTS; FURTHER ASSURANCES.**

**5.1 Covenants of Grantor.** The Grantor shall not take any of the actions set forth in Section 11 of the Notes without obtaining the consent required thereby. In addition, unless the Majority Holders otherwise consent, Grantor covenants and agrees with the Secured Parties that from and after the date of this Security Agreement and until the Secured Obligations have been performed and paid in full and any commitment of Secured Party to make Loans to Grantor has expired or terminated, that Grantor shall use its reasonable best efforts to:

(a) provide at least seven (7) days prior notice to the Secured Parties prior to any change in Grantor's jurisdiction of organization or location of its chief executive office, principal place of business or its records from such address(es) provided to the Secured Parties pursuant to **Section 4(d)** above;

(b) maintain insurance policies insuring the Collateral against loss or damage from such risks and in such amounts and forms and with such companies as are customarily maintained by businesses similar to Grantor; and

(c) pay promptly when due all property and other taxes, assessments and government charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Goods, except to the extent the validity or amount thereof is being contested in good faith and adequate reserves are being maintained in connection therewith.

**5.2 Further Assurances.** At any time and from time to time, in each case upon the written request of the Majority Holders, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Majority Holders may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement, including, without limitation, (a) use reasonable best efforts to request, execute, deliver and cause to be filed any financing or continuation statements (including "in lieu" continuation statements) under the UCC with respect to the security interests granted hereby, (b) use reasonable best efforts to file or cooperate with the Secured Parties in filing any forms or other documents required to be recorded with the United States Patent and Trademark Office or United States Copyright Office, (c) use commercially reasonable efforts to place the interest of the Secured Parties as lienholder on the certificate of title (or similar evidence of ownership) of any vehicle, watercraft or other Equipment constituting Collateral owned by Grantor which is covered by a certificate of title (or similar evidence of ownership), (d) use commercially reasonable efforts to execute and deliver or cause the applicable depository institution, securities intermediary, commodity intermediary or issuer or nominated party under a letter of credit to execute and deliver a collateral control agreement with respect to any Deposit Account, Securities Account or Commodity Account or Letter-of-Credit Right in or to which Grantor has any right or interest and (e) use commercially reasonable efforts to obtain acknowledgments from bailees having possession of any Collateral and waivers of liens from landlords and mortgagees of any location where any of the Collateral may from time to time be stored or located. Grantor also hereby authorizes the Secured Parties to file any such financing or continuation statement (including "in lieu" continuation statements) without the signature of Grantor.

**6. SECURED PARTY'S APPOINTMENT AS ATTORNEY-IN-FACT; PERFORMANCE BY SECURED PARTY.**

(a) Subject to **Section 6(b)** below, Grantor hereby irrevocably constitutes and appoints each Secured Party, and any officer or agent of such Secured Party, with full power of substitution, as its true and lawful attorney-in-fact with full, irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time at Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Secured Party the power and right, on behalf of Grantor, without notice to or assent by Grantor to do the following:

(i) to ask, demand, collect, receive and give acquittances and receipts for any and all monies due or to become due under any Collateral and, in the name of Grantor, in its own name or otherwise to take possession of, endorse and collect any checks, drafts, notes, acceptances or other Instruments for the payment of monies due under any Collateral and to file any claim or take or commence any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such monies due under any Collateral whenever payable;

(ii) to pay or discharge any Liens, including, without limitation, any tax lien, levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof, which actions shall be for the benefit of Secured Party and not Grantor;

(iii) to (1) direct any person liable for any payment under or in respect of any of the Collateral to make payment of any and all monies due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (2) receive payment of any and all monies, claims and other amounts due or to become due at any time arising out of or in respect of any Collateral, (3) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with Accounts and other Instruments and Documents constituting or relating to the Collateral, (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral, (5) defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (6) settle, compromise or adjust any suit, action or proceeding described above, and in connection therewith, give such discharges or releases as Secured Party may deem appropriate, (7) license, or, to the extent permitted by an applicable License, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyright, Patent or Trademark throughout the world for such term or terms, on such conditions and in such manner as Secured Party shall in its discretion determine and (8) sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes; and

(iv) to do, at Secured Party's option and Grantor's expense, at any time, or from time to time, all acts and things which Secured Party may reasonably deem necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do.

(b) Secured Party agrees that, except upon the occurrence and during the continuation of an Event of Default, it shall not exercise the power of attorney or any rights granted to Secured Party pursuant to this **Section 6**. Grantor hereby ratifies, to the extent permitted by law, all that said attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted pursuant to this **Section 6** is a power coupled with an interest and shall be irrevocable until the Secured Obligations are completely and indefeasibly paid and

performed in full and Secured Party no longer has any commitment to make any Loans to Grantor.

(c) If Grantor fails to perform or comply with any of its agreements contained herein and Secured Party, as provided for by the terms of this Security Agreement, shall perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses, including reasonable attorneys' fees and costs, of Secured Party incurred in connection with such performance or compliance, together with interest thereon at a rate of interest equal to the highest per annum rate of interest charged on the Loans, shall be payable by Grantor to Secured Party within five business days of demand and shall constitute Secured Obligations secured hereby.

**7. RIGHTS AND REMEDIES UPON DEFAULT.** Beginning on the date which is 10 business days after any Event of Default shall have occurred and while such Event of Default is continuing:

(a) Upon the written consent of the Majority Holders, the Secured Parties may exercise in addition to all other rights and remedies granted to it under this Security Agreement, the Notes or the Purchase Agreement all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event the Secured Parties, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Grantor or any other person, may (i) reclaim, take possession, recover, store, maintain, finish, repair, prepare for sale or lease, shop, advertise for sale or lease and sell or lease (in the manner provided herein) the Collateral, and in connection with the liquidation of the Collateral and collection of the accounts receivable pledged as Collateral, use any Trademark, Copyright, or process used or owned by Grantor and (ii) forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any Secured Party's offices or elsewhere at such prices as it may deem commercially reasonable, for cash or on credit or for future delivery without assumption of any credit risk. Grantor further agrees, at the Majority Purchaser's request, to assemble the Collateral and make it available to the Secured Parties at places which the Secured Parties shall reasonably select, whether at Grantor's premises or elsewhere. The Secured Parties shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in **Section 7(e)**, below, with Grantor remaining liable for any deficiency remaining unpaid after such application. Grantor agrees that the Secured Parties need not give more than 20 days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters.

(b) As to any Collateral constituting certificated securities or uncertificated securities, if, at any time when Secured Parties shall determine to exercise its right to sell the whole or any part of such Collateral hereunder, such Collateral or the part thereof to be sold shall not, for any reason whatsoever, be effectively registered under the Securities Act of 1933, as amended (as so amended the "*Act*"), the Secured Parties may, in their discretion (subject only to applicable requirements of law), sell such Collateral or part thereof by private sale in such



manner and under such circumstances as the Secured Parties may deem necessary or advisable, but subject to the other requirements of this **Section 7(b)**, and shall not be required to effect such registration or cause the same to be effected. Without limiting the generality of the foregoing, in any such event the Secured Parties may, in their discretion, (i) in accordance with applicable securities laws, proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Collateral or part thereof could be or shall have been filed under the Act; (ii) approach and negotiate with a single possible purchaser to effect such sale; and (iii) restrict such sale to a purchaser who will represent and agree that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Collateral or part thereof. In addition to a private sale as provided above in this **Section 7(b)**, if any of such Collateral shall not be freely distributable to the public without registration under the Act at the time of any proposed sale hereunder, then the Secured Parties shall not be required to effect such registration or cause the same to be effected but may, in their discretion (subject only to applicable requirements of law), require that any sale hereunder (including a sale at auction) be conducted subject to such restrictions as the Secured Parties may, in their discretion, deem necessary or appropriate in order that such sale (notwithstanding any failure so to register) may be effected in compliance with the Bankruptcy Code and other laws affecting the enforcement of creditors' rights and the Act and all applicable state securities laws.

(c) Grantor also agrees to pay all fees, costs and expenses of the Secured Parties, including, without limitation, reasonable attorneys' fees, incurred in connection with the enforcement of any of its rights and remedies hereunder.

(d) Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(e) The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by the Secured Parties in the following order of priorities:

**FIRST**, to each Secured Party in an amount sufficient to pay in full the reasonable costs of such Secured Party in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances incurred or made by any Secured Party in connection therewith, including, without limitation, reasonable attorneys' fees;

**SECOND**, to the Secured Parties in amounts proportional to the Pro Rata share of the then unpaid Secured Obligations of each Secured Party; and

**FINALLY**, upon payment in full of the Secured Obligations, to Grantor or its representatives, in accordance with the UCC or as a court of competent jurisdiction may direct.

(f) The costs of enforcing or pursuing any right or remedy hereunder, including without limitation any repossession, sale, possession and management (including, without limitation, reasonable attorneys' fees), and distribution shall be borne Pro Rata by the Secured Parties. Each Secured Party shall reimburse the other Secured Parties, as applicable, for its Pro Rata share of all such costs promptly upon demand.

**8. ACTIONS BY THE SECURED PARTIES AND AMENDMENTS.** All actions, omissions and decisions of the Secured Parties hereunder or any amendment of this Security Agreement or the Notes (each called herein an "*Act of the Secured Parties*") shall be determined by and require the written consent of the Majority Holders. Each Secured Party shall take such actions and execute such documents as may be necessary to confirm or accomplish any Act of the Secured Parties.

**9. UNEQUAL PAYMENT BY GRANTOR.** Each Secured Party agrees that if it shall obtain or receive, through the exercise of any right granted to the Secured Parties under this Security Agreement, under the Notes or by applicable law, including, but not limited to any right of set-off, any secured claim under Section 506 of the Bankruptcy Code or any other security or interest, any payment or payments greater than its Pro Rata share of all Loans, as measured immediately prior to the receipt of such payment or payments, then (a) such Secured Party shall promptly purchase at par (and shall be deemed to have thereupon purchased) from other Secured Parties, a participation in the Loans of such other Secured Parties, so that each Secured Party shall have received payments in proportion to its Pro Rata share immediately prior to such transactions and (b) such other adjustments shall be made from time to time as shall be equitable to ensure that the Secured Parties share the benefits of such payment on a Pro Rata basis. The term "Loan" as used in this paragraph shall include accrued interest thereon.

**10. INDEMNITY.** Grantor agrees to defend, indemnify and hold harmless the Secured Parties and their officers, employees, and agents against (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by any Secured Party as a result of or in any way arising out of, following or consequential to transactions between any Secured Party and Grantor, whether under this Security Agreement or otherwise (including without limitation, reasonable attorneys fees and expenses), except for losses arising from or out of such Secured Party's gross negligence or willful misconduct.

**11. REINSTATEMENT.** This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

**12. MISCELLANEOUS.**

**12.1 Waivers; Modifications.** None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing,

duly executed by Grantor and the Majority Holders. Each Secured Party acknowledges that because this Security Agreement may be amended with the consent of the Majority Holders, each Secured Party's rights hereunder may be amended or waived without such Secured Party's consent. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given if delivered in accordance with Section 7.7 of the Purchase Agreement.

**12.2 Termination of this Security Agreement.** Subject to **Section 11** hereof, this Security Agreement shall terminate upon the payment and performance in full of the Secured Obligations.

**12.3 Successor and Assigns.** This 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 the Secured Parties hereunder, inure to the benefit of the Secured Parties, 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 the Secured Parties hereunder.

**12.4 Governing Law.** In all respects, including all matters of construction, validity and performance, this 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.

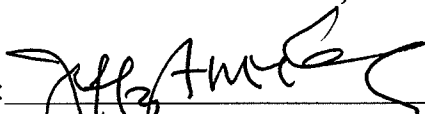
*[Signature pages follow.]*

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

**ADDRESS OF GRANTOR**

10665 Sorrento Valley Blvd.  
San Diego, CA 92121

**iTHERX PHARMACEUTICALS, INC.**

By: 

Name: Jeffrey McKelvy

Title: President

**TAXPAYER IDENTIFICATION NUMBER OF GRANTOR**

33-0502473

**JURISDICTION OF ORGANIZATION OF GRANTOR**

California

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

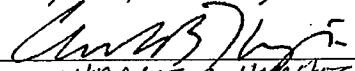
ACCEPTED AND ACKNOWLEDGED BY:

EASTON ITherX, LLC

By: EASTON ITherX MANAGER, LLC, its Manager

By: CCP GP, INC, its Manager

By:

  
Name: CHARLES B. HARKINS

Title: VP

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY: ENLIMEDICA LLC

By: [Signature]  
Name: ROBERT HEES  
Title: MANAGING MEMBER

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY: The Shanley Family Trust

By:

Name:

Title:

John F. Shanley  
Trustee

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY: Nautilus Trust dtd 9/10/99

By: 

Name: Barry Porter  
Title: Co. Trustee

[SIGNATURE PAGE TO SECURITY AGREEMENT]

653165 v5/SD

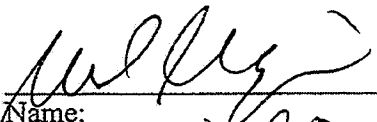
PATENT  
REEL: 026412 FRAME: 0906



IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY: \_\_\_\_\_

By:   
Name: \_\_\_\_\_  
Title: Michael Baumann

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY: JONATHAN A. VICTOR TRUST

By: [Signature] TRUSTEE  
Name: JONATHAN A. VICTOR  
Title: TRUSTEE

[SIGNATURE PAGE TO SECURITY AGREEMENT]

653165 v5/SD

PATENT  
REEL: 026412 FRAME: 0908

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY

By:

Name:  
Title:

[SIGNATURE PAGE TO SECURITY AGREEMENT]

653165 v5/SD

PATENT  
REEL: 026412 FRAME: 0909

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

By:


Name:

Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY: DAVID B. MUSKET

By:   
Name:  
Title:

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

By:

Name:

Title:

[SIGNATURE PAGE TO SECURITY AGREEMENT]

653165 v5/SD

PATENT  
REEL: 026412 FRAME: 0912

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Richard E. Dingell*

[SIGNATURE PAGE TO SECURITY AGREEMENT]

653165 v5/SD

PATENT  
REEL: 026412 FRAME: 0913

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY: HARABEDIAN FAMILY INVESTMENT PTV.

By: [Signature]  
Name: ROBERT HARABEDIAN  
Title: MANAGER / GP

[SIGNATURE PAGE TO SECURITY AGREEMENT]



IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY: WONG-STAAL FAMILY TRUST *dated 9/17/1990*

By: *Flossie Wong-Staal*  
Name: FLOSSIE WONG-STAAL  
Title: TTE

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

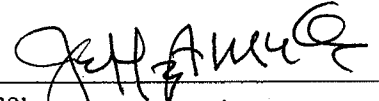
ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
CEO

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY: Mosquito Pantan

By: [Signature]  
Name: Y. A. Pantan  
Title: Pantan

[SIGNATURE PAGE TO SECURITY AGREEMENT]

653165 Y5/SD

PATENT  
REEL: 026412 FRAME: 0917

**SCHEDULE A**

**LIENS EXISTING ON THE DATE OF THIS SECURITY AGREEMENT**

None.

**SCHEDULE B**

**LOCATION OF GOODS**

1. iTherX Pharmaceuticals  
10665 Sorrento Valley Road  
San Diego, CA 92121
2. Prism ( storage )  
11107 Roselle St.  
San Diego, CA 92121
3. CoroVan ( storage )  
12375 Kerran St.  
Poway, CA 92064

**SCHEDULE C**  
**LIST OF CHATTEL PAPER, INSTRUMENTS,**  
**AND INVESTMENT PROPERTY**  
**(CERTIFICATED SECURITIES)**

None.

**SCHEDULE D**

**DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS  
AND COMMODITY ACCOUNTS**

(Including Type of Account, Account Name, Account Number and Name and Address of Institution/Intermediary)

Silicon Valley Bank  
9645 Scranton Road, Suite 110  
San Diego, CA 92121  
Checking Account No. 3300021434  
Money Market No. 3300651207

First Mid-Illinois Bank & Trust, Mattoon  
P.O. Box 499  
Mattoon, IL 61938  
Checking Account No: 50 - 1001 - 40

## SCHEDULE E

### COPYRIGHTS, PATENTS AND TRADEMARKS

International Patent Application Serial No. PCT/US2009/034148

Entitled: DERIVATIVES OF SUBSTITUTED FUSED RING CYCLOINDOLES AND  
METHODS OF THEIR USE

Int'l Filing Date: February 13, 2009

Applicant: iTherX Pharmaceuticals, Inc.

Inventors: Macdonald, et al.

The following patents/patent applications were acquired from Kemia, Inc. in  
2009:

Patent Number	Issue Date
US 7,396,936	7-8-2008

#### UNITED STATES PATENT APPLICATIONS

Application Number (Publication No.)	Filing Date (Pub. Date)
US 10/571,031 PCT/US2004/29385 (2007-0088163)	12-26-2006 9-10-2004 (4-19-2007)
US 10/939,324 * (2005-0107399)	9-10-2004 (5-19-2005)
US 60/976,162	9-28-2007
US 11/871,775	10-12-2007
PCT/US2007/070547	6-6-2007
PCT/US2007/018049	8-16-2007
PCT/US2008/050723	1-10-2008

\* The two continuation applications of US Patent Application No. 10/939,324 filed on December 14, 2009, have been assigned the following numbers: U.S. App. Nos. 12/637,712 and 12/637,714. The applications are each entitled: CYTOKINE INHIBITORS.



# FOREIGN PATENT APPLICATIONS

Country	Application Number	Filing Date
Albania	04809707.5	9/10/2004
Argentina	P07 01 02483	6/8/2007
Argentina	P070103676	8/17/2007
Australia	2004270733	9/10/2004
Bolivia	SP-2701090	6/8/2007
Bolivia	SP-270273	8/16/2007
Brazil	PI0414313-2	9/10/2004
Canada	2538820	9/10/2004
Chile	2007-1670	6/8/2007
Chile	2007-2375	8/16/2007
China	200480033055.7	9/10/2004
Croatia	04809707.5	9/10/2004
EPO	04809707.5	9/10/2004
Hong Kong	06112755.4	9/10/2004
India	791/KOLNP/2006	9/10/2004
Israel	174010	9/10/2004
Japan	2006-526272	9/10/2004
Korea (South)	10-2006-7005055	9/10/2004
Latvia	BASE EP 04809707.5	9/10/2004
Lithuania	04809707.5	9/10/2004
Macedonia	BASE EP 04809707.5	9/10/2004

Mexico	2006-002853	9/10/2004
New Zealand	546372	9/10/2004
Pakistan	661/2007	6/9/2007
Pakistan	949/2007	8/8/2007
Paraguay	17950/2007	6/8/2007
Paraguay	26984/2007	8/17/2007
Peru	714-2007	6/8/2007
Peru	001096-2007	8/15/2007
Russian Federation	2006106849	9/10/2004
Singapore	200601265-2	9/10/2004
Singapore	200806677-1	9/10/2004
South Africa	2006/02080	9/10/2004
South Africa	2007/07086	9/10/2004
South Africa	2007/07095	9/10/2004
Taiwan	096120764	6/8/2007
Taiwan	096130616	8/17/2007
Uruguay	30-463	7/4/2007
Uruguay	30549	8/17/2007
Venezuela	1224-07	6/8/2007
Venezuela	1444-07	6/22/2007
Venezuela	1780-07	8/17/2007