

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
Trimel BioPharma SRL	07/18/2012
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	2 Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 27	
Property Type	Number
Application Number:	61518921
Application Number:	61486251
Application Number:	61513497
Application Number:	61598329
Application Number:	61518916
Application Number:	61486252
Application Number:	61513495
Application Number:	61598333
Application Number:	61518903
Application Number:	61486254
Application Number:	61513499
Application Number:	61598335
Application Number:	61518913
Application Number:	61486266
Application Number:	61598336

CH \$1080.00 61518921

Application Number:	61486324
Application Number:	61486634
Application Number:	13471445
Application Number:	13471449
Application Number:	13471450
Application Number:	13471452
PCT Number:	US2012038016
PCT Number:	IB2012001127
PCT Number:	US2012037852
PCT Number:	IB2012000113
PCT Number:	US2012038011
PCT Number:	IB2012000112

CORRESPONDENCE DATA

Fax Number: (404)572-5135

Phone: 404-572-3458

Email: slake@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09642-150002
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NAME OF SUBMITTER:	Susan Lake
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Total Attachments: 7

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THE SCHEDULE ATTACHED TO THIS PATENT SECURITY AGREEMENT CONSISTS OF ONLY CONFIDENTIAL PATENT FILINGS THAT HAVE NOT BEEN PUBLISHED TO DATE, AND IS DESIGNATED HIGHLY CONFIDENTIAL. THEREFORE, NEITHER THIS HIGHLY CONFIDENTIAL SCHEDULE NOR ANY PORTION THEREOF, INCLUDING ANY PATENT FILING LISTED THEREON, SHALL BE PUBLISHED PRIOR TO THE PUBLICATION MANDATE AS PROVIDED FOR UNDER 35 U.S.C. 122, 37 C.F.R. 1.12 OR AS DISCUSSED IN MPEP 301.01.

THE CONFIDENTIALITY MANDATE PROVIDED FOR UNDER 35 U.S.C. 122 HAS NOT BEEN WAIVED VIA THE FILING OF THIS PATENT SECURITY AGREEMENT TO WHICH THE HIGHLY CONFIDENTIAL SCHEDULE IS ATTACHED, AND NO PATENT FILING LISTED ON THE CONFIDENTIAL SCHEDULE ATTACHED TO THIS PATENT SECURITY AGREEMENT SHALL BE MADE PUBLIC PRIOR TO THE PUBLICATION MANDATE SET FORTH IN 35 U.S.C. 122.

PATENT SECURITY AGREEMENT

Dated as of July 18, 2012

among

TRIMEL BIOPHARMA SRL

and

GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 18, 2012, is made by TRIMEL BIOPHARMA SRL, a Barbados company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of July 18, 2012 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor, the other Loan Parties (as defined therein) thereto, the lenders from time to time party thereto (collectively, the "Lenders") and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Loan Agreement.

(b) The following terms shall have the following meanings:

"Patent" means all rights, title and interests (and all related Patent Ancillary Rights) arising under any Requirement of Law in or relating to letters patent and applications therefor.

"Patent Ancillary Rights" means, with respect to any Patent, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Patent and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Patent, including all rights to sue or recover at law or in equity for any past, present or future infringement,

misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other Patent Ancillary Right.

“Patent License” means all contractual obligations (and all related Patent Ancillary Rights), whether written or oral, granting any right, title or interest in or relating to any Patent.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor whether now owned or hereafter acquired or adopted (the “Patent Collateral”):

(c) all of its Patents and all Patent Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

i. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

ii. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and Patent Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRIMEL BIOPHARMA SRL,
as Grantor

By: 
Name: Roberto Di Savino
Title: Dirigente

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

(SIGNATURE PAGE TO PATENT SECURITY AGREEMENT)

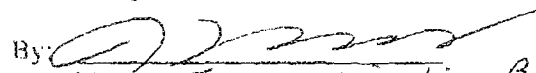
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRIMEL BIOPHARMA SRL,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: *Jacqueline Kim Blechington*
Title: *Duly Authorized Signatory*

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

HIGHLY CONFIDENTIAL SCHEDULE

for

Second Patent Security Agreement

(No patent filing listed hereon shall be published prior to the publication mandate as provided for under 35 U.S.C. §122)

<i>PATENT APPLICATION/ REGISTRATION NO.</i>		<i>PATENT FILING/ REGISTRATION DATE</i>
Inspiration Platform Technology		
Patent Application/ Registration No.	Patent Filing/ Registration Date	Status
61/518,921	05/13/2011	Pending
61/486,251	05/14/2011	Pending
61/513,497	07/29/2011	Pending
61/598,329	02/13/2012	Pending
61/518,916	05/13/2011	Pending
61/486,252	05/14/2011	Pending
61/513,495	07/29/2011	Pending
61/598,333	02/13/2012	Pending
61/518,903	05/13/2011	Pending
61/486,254	05/14/2011	Pending
61/513,499	07/29/2011	Pending
61/598,335	02/13/2012	Pending
61/518,913	05/13/2011	Pending
61/486,266	05/14/2011	Pending
61/598,336	02/13/2012	Pending
61/486,324	05/15/2011	Pending
61/486,634	05/16/2011	Pending
13/471,445	05/14/2012	Pending
13/471,449	05/14/2012	Pending
13/471,450	05/14/2012	Pending
13/471,452	05/14/2012	Pending
PCT/US2012/038016	05/15/2012	Pending
PCT/IB2012/001127	06/14/2012	Pending
PCT/US2012/037852	05/14/2012	Pending
PCT/IB2012/000113	06/14/2012	Pending
PCT/US2012/038011	05/15/2012	Pending
PCT/IB2012/000112	06/14/2012	Pending