# 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	
Proventiv Therapeutics, LLC	07/31/2012	

### **RECEIVING PARTY DATA**

IIName:	Comerica Bank, a Texas banking association and authorized foreign bank under the Bank Act (Canada)
Street Address:	200 Bay Street, Suite 2210, South Tower
Internal Address:	Royal Bank Plaza, P.O. Box 61
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2J2

# PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	12935139
Application Number:	12597224
Application Number:	12597234
Application Number:	11549001
Patent Number:	8207149
Application Number:	12278053
Application Number:	12305572
PCT Number:	US1130404
Application Number:	12109983

### **CORRESPONDENCE DATA**

Fax Number: 7349302494 Phone: 734-761-3780

Email: asujek@bodmanlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent PATENT

REEL: 028802 FRAME: 0035

via US Mail.

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:

Angela Alvarez Sujek

Total Attachments: 14

source=Proventiv IPSA#page1.tif

source=Proventiv IPSA#page2.tif

source=Proventiv IPSA#page3.tif

source=Proventiv IPSA#page4.tif

Source - Proventiv IDC Attracts til

source=Proventiv IPSA#page5.tif

source=Proventiv IPSA#page6.tif

source=Proventiv IPSA#page7.tif

source=Proventiv IPSA#page8.tif source=Proventiv IPSA#page9.tif

source=Proventiv IPSA#page10.tif

source=Proventiv IPSA#page11.tif

source=Proventiv IPSA#page12.tif

source=Proventiv IPSA#page13.tif

source=Proventiv IPSA#page14.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Proventiv Therapeutics, LLC)

This Intellectual Property Security Agreement (this "Agreement") is made as of Joly 31, 2012, by and between **Proventiv Therapeutics**, **LLC**, a Delaware corporation ("Grantor"), and **Comerica Bank**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Secured Party").

#### **RECITALS**

- A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations (the "Financial Accommodations") to **Cytochroma Inc.** ("Borrower"), in the amounts and manner set forth in that certain Loan Agreement among Borrower, Cytochroma Holdings ULC, Cytochroma Development Inc., Grantor and Bank (as may be amended, restated, supplemented or replaced from time to time, the "Loan Agreement"), dated as of the date hereof, by and between Secured Party and Borrower. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement, that certain Unconditional Guaranty dated as of the dated hereof executed by Grantor in favor of Secured Party with respect to the obligations of Borrower to Secured Party ("Guaranty") or that certain Security Agreement dated as of the dated hereof executed by Grantor in favor of Secured Party ("Security Agreement"), as applicable.
- B. Secured Party is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral (defined below) whether presently existing or hereafter acquired.

### NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. <u>Grant of Security Interest.</u> As collateral security for the prompt and complete payment and performance of all of Grantor's and/or Borrower's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):
- (a) Any and all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation all registrations, recordings and applications in the Canadian Copyright Office or United States Copyright office or in any similar office in any other country, and all reissues, extensions or renewals thereof and those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) Any and all patents, patent applications and intellectual or industrial property underlying such patents or patent applications, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) Any and all trademarks and trade names, registered and unregistered of the Grantor or predecessor of the Grantor including, without limitation those set forth on Exhibit C attached hereto and including without limitation (collectively, the "Trademarks"):
  - (i) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers;

1

Detroit 1208672 4

- (ii) all fictitious characters;
- (iii) all prints and labels on which any of the foregoing have appeared or appear or shall appear;
- (iv) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United States Patent and Trademark Office or any similar office in any other country or political subdivision thereof and all records thereof and all reissues, extensions, or renewals thereof;
- (v) all goodwill associated with or symbolized by any of the foregoing; and
- (vi) all common law and other rights in the above;
- (f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) Any and all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) Any and all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding any other term or provision herein, the Collateral shall not extend to or include the Excluded Intellectual Property.

- 2. <u>Authorization and Request</u>. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.
  - 3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:
- (a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business and certain Intellectual Property Collateral that is jointly owned or licensed from another Person;
- (b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Transfers (as defined in the Loan Agreement) and non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;
- (c) To the best of Grantor's knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party except to the extent such claim could not reasonably be expected to cause a Material Adverse Effect;
- (d) Grantor shall register or cause to be registered on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, and the Canadian equivalents those registerable intellectual property rights now owned or hereafter developed or acquired by Grantor, to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;
- (e) Grantor shall promptly give Secured Party written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark office of the Canadian

equivalent thereof, including the date of such filing and the registration or applications numbers, if any. Grantor shall execute and deliver such additional instruments and documents from time to time as Secured Party shall reasonably request to perfect and maintain the perfection and priority of Secured Party's security interest in the Collateral;

- (f) Grantor shall (i) give Secured Party written notice of the filing of any applications or registrations of Copyrights with the United States Copyright Office and the Canadian equivalent thereof concurrent with the filing of such applications or registrations, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed; (ii) prior to the filing of any such applications or registrations, execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by such Secured Party; (iii) upon the request of Secured Party, either deliver to Secured Party or file such documents simultaneously with the filing of any such applications or registrations; (iv) upon filing any such applications or registrations, promptly provide Secured Party with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing;
- (g) Grantor shall use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;
- (h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States (other than Permitted Liens) securing the payment and performance of the obligations of the Grantor and/or Borrower owing to Secured Party upon making the filings referred to in clause (i) below;
- (i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;
- (j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;
- (k) Except as expressly permitted under the terms of this Agreement or the Loan Agreement, Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and
  - 4. [Reserved.]
  - 5. [Reserved.]
  - 6. Further Assurances; Attorney in Fact.

- (a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.
- (b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.
- 7. <u>Events of Default</u>. The occurrence of an Event of Default occurs under the Loan Agreement shall constitute an Event of Default under the Agreement:
- 8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.
- 9. <u>Course of Dealing</u>. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 10. <u>Attorneys' Fees.</u> If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.
- 11. <u>Amendments</u>. This Agreement may be amended only by a written instrument signed by both parties hereto.
- 12. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
- 13. <u>California Law and Jurisdiction</u>; <u>Jury Waiver</u>. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS

AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

#### 15. REFERENCE PROVISION.

- 15.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.
- 15.2 With the exception of the items specified in Section 15.3, below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Comerica Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Comerica Documents, venue for the reference proceeding will be in the state or federal court in the county or district where the real property involved in the action, if any, is located or in a state or federal court in the county or district where venue is otherwise appropriate under applicable law (the "Court").
- 15.3 The matters that shall not be subject to a reference are the following: (i) foreclosure of any security interests in real or personal property, (ii) exercise of selfhelp remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This reference provision does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (a) and (b) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (c) and (d). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this reference provision as provided herein.
- 15.4 The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP § 170.6, each party shall have one peremptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).
- 15.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (c) report a statement of decision within twenty (20) days after the matter has been submitted for decision.
- The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.
- 15.7 Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for

5

and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

- and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.
- 15.9 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.
- 15.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER COMERICA DOCUMENTS.
- 14. Interpretation. In the event of any conflict between the provisions hereunder and the provisions of the Loan Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Loan Agreement shall prevail and the provisions of this Agreement will be deemed to be amended to the extent necessary to eliminate such conflict. If any act or omission of the Grantor is expressly permitted under the Loan Agreement but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Loan Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Loan Agreement does not expressly relieve the Grantor from such performance, such circumstance shall not constitute a conflict between the applicable provisions hereunder and the provisions of the Loan Agreement

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the partie written.	is hereto have executed this Agreement on the day and year first above
	GRANTOE:
Address of Grantor:	Proventiv Therapeutics, LL.C, a Delaware limited
2333 Waukegan Road, Suite E-100 Bannockburn, IL 60015	By: Charlet Bishop Its: Chief Executive Officer
	SECURED PARTY: ,
Address of Secured Party:	COMERICA BANK
200 Bay Street	By
Suite 2210, South Tower Royal Bank Plaze, P.O. Box 61 Terento, Ontario, Canada M5J 2I2	lts:

INTELLECTUAL PROPERTY SECURITY AGREEMENT - PROVENTIV THERAPEUTICS, LLC (COMERCA BANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

2333 Waukegan Road, Suite E-100 Bannockburn, IL 60015

Proventiv Therapeutics, LLC, a Delaware limited liability company

By: Charles Bishop

Its: Chief Executive Officer

SECURED PARTY:

COMERICA BANK

200 Bay Street Suite 2210, South Tower Royal Bank Plaza, P.O. Box 61

Address of Secured Party:

Toronto, Ontario, Canada M5J 2J2

INTELLECTUAL PROPERTY SECURITY AGREEMENT - PROVENTIV THERAPEUTICS, LLC (COMERICA BANK)

# EXHIBIT A

Copyrights

None.

Detroit\_1208672\_4

# EXHIBIT B

# Patents

U.S.

Title	App. No.	Filing Date	Reg. No.	Date Granted
Methods compositions, uses, and kits useful for vitamin D deficiency and related disorders	12/935139	4/2/09	n/a	n/a
Methods and compounds for vitamin D therapy	12/597224	4/25/08	n/a	n/a
Method of safely and effectively treating and preventing secondary hyperparathyroidism in chronic kidney disease	12/597234	4/25/08	n/a	n/a
Methods and articles for treating 25-hydroxyvitamin D insufficiency and deficiency	11/549001	10/12/06	n/a	n/a
Methods and Compositions for Controlled Release oral Dosage of a Vitamin D Compound	n/a	n/a	8,207,149	June 26, 2012
Treating Vitamin D Insufficiency and Deficiency with 25-Hydroyvitamin D <sub>2</sub> and 25-Hydroxyvitamin D <sub>3</sub>	12/278,053	2/23/09	n/a	n/a
Method of Treating and Preventing Secondary Hyperparathyroidism	12/305,572	3/2/09	n/a	n/a
Methods and Compositions for Reducing Parathyroid Levels	PCT/US11/3 0404	March 29, 2011	n/a	n/a
Methods and Compositions for Controlled Release Oral Dosage of a Vitamin D Compound	12/109,983	April 25, 2008	n/a	n/a

# Non-U.S.:

Jurisdiction	Title App. No. Fil	ling Date Reg. No. Date Granted
200 A		

Detroit\_1208672\_4

Canada	Methods and Articles for Treating 25-Hydroxyvitamin D Insufficiency and Deficiency	2,624,897	October 12, 2006	n/a	n/a
Europe	Methods and Articles for Treating 25-Hydroxyvitamin D Insufficiency and Deficiency	06836270.6	October 12, 2006	n/a	n/a
Japan	Methods and Articles for Treating 25-Hydroxyvitamin D Insufficiency and Deficiency	2008- 535659	October 12, 2006	n/a	n/a
Canada	Methods and Compositions for Controlled Release Oral Dosage of a Vitamin D Compound	2,683,997	April 25, 2008	n/a	n/a
China	Methods and Compositions for Controlled Release Oral Dosage of a Vitamin D Compound	2008800133 57.6	April 25, 2008	n/a	n/a
Europe	Methods and Compositions for Controlled Release Oral Dosage of a Vitamin D Compound	08746908.6	April 25, 2008	n/a	n/a
Europe	Methods and Compositions for Controlled Release Oral Dosage of a Vitamin D Compound	12154573.5	April 25, 2008	n/a	n/a
Hong Kong	Methods and Compositions for Controlled Release Oral Dosage of a Vitamin D Compound	10108648.7	April 25, 2008	n/a	n/a
Japan	Methods and Compositions for Controlled Release Oral Dosage of a Vitamin D Compound	2010- 506520	April 25, 2008	n/a	n/a
South Korea	Methods and Compositions for Controlled Release Oral Dosage of a Vitamin D Compound	10-2009- 7024328	April 25, 2008	n/a	n/a
Canada	Treating Vitamin D Insufficiency and Deficiency with 25-Hydroxyvitamin D2 and 25-Hydroxyvitamin D3	2,640,094	February 2, 2007	n/a	n/a

Europe	Treating Vitamin D Insufficiency and Deficiency with 25-Hydroxyvitamin D2 and 25-Hydroxyvitamin D3	07763210.7	February 2, 2007	n/a	n/a
Japan	Treating Vitamin D Insufficiency and Deficiency with 25-Hydroxyvitamin D2 and 25-Hydroxyvitamin D3	2008- 553520	February 2, 2007	n/a	n/a
Canada	Method and Compounds for Vitamin D Therapy	2,684,778	April 25, 2008	n/a	n/a
Europe	Method and Compounds for Vitamin D Therapy	08746915.1	April 25, 2008	n/a	n/a
Japan	Method and Compounds for Vitamin D Therapy	2010- 506521	April 25, 2008	n/a	n/a
Canada	Method of Treating and Preventing Secondary Hyperparathyroidism	2,655,499	June 21, 2007	n/a	n/a
Europe	Method of Treating and Preventing Secondary Hyperparathyroidism	07840277.3	June 21, 2007	n/a	n/a
Japan	Method of Treating and Preventing Secondary Hyperparathyroidism	2009- 516725	June 21, 2007	n/a	n/a
Canada	Method of Safely and Effectively Treating and Preventing Secondary Hyperparathyroidism in Chronic Kidney Disease	2,683,514	April 25, 2008	n/a	n/a
Europe	Method of Safely and Effectively Treating and Preventing Secondary Hyperparathyroidism in Chronic Kidney Disease	08746920.1	April 25, 2008	n/a	n/a
Japan	Method of Safely and Effectively Treating and Preventing Secondary Hyperparathyroidism in Chronic Kidney Disease	2010- 506524	April 25, 2008	n/a	n/a
Canada	Methods of Diagnosing Vitamin D Deficiency, Susceptibility Thereto, Treatment Thereof, and Prevention Thereof	2,714,996	April 2, 2009	n/a	n/a

China	Methods of Diagnosing Vitamin D Deficiency, Susceptibility Thereto, Treatment Thereof, and Prevention Thereof	2009801204 04.1	April 2, 2009	n/a	n/a
Europe	Methods of Diagnosing Vitamin D Deficiency, Susceptibility Thereto, Treatment Thereof, and Prevention Thereof	09729007.6	April 2, 2009	n/a	n/a
Hong Kong	Methods of Diagnosing Vitamin D Deficiency, Susceptibility Thereto, Treatment Thereof, and Prevention Thereof	11111063.6	April 2, 2009	n/a	n/a
Korea	Methods of Diagnosing Vitamin D Deficiency, Susceptibility Thereto, Treatment Thereof, and Prevention Thereof	10-2010- 7024664	April 2, 2009	n/a	n/a

# EXHIBIT C

### Trademarks

# **U.S.:**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
CYTOCHROMA & Design	78/415,141	April 28, 2004	n/a	n/a
D-REPLA	85/392,751	August 8, 2011	n/a	n/a
REPLIDEA	85/392,298	August 8, 2011	n/a	n/a
ALIVIMO	85/392,305	August 8, 2011	n/a	n/a
EQUODI	85/392,753	August 8, 2011	n/a	n/a
RAYACAL	85/392,308	August 8, 2011	n/a	n/a

# Non- U.S.:

Jurisdiction	Mark	App. No.	Filing Date	Reg. No.	Date Granted
Canada	CYTOCHROMA & design	1,215,000	April 28, 2004	n/a	n/a
Canada	D-REPLA	1559924	January 16, 2012	n/a	n/a
China	D-REPLA	10445655	January 20, 2012	n/a	n/a
EU	D-REPLA	10559052	January 13, 2012	n/a	n/a
India	D-REPLA	TBD	January 31, 2012	n/a	n/a
Japan	D-REPLA	2012- 3286	January 20, 2012	n/a	n/a
Canada*	REPLIDEA	1559923	January 16, 2012	n/a	n/a
China*	REPLIDEA	10445656	January 20, 2012	n/a	n/a
EU*	REPLIDEA	10559276	January 13, 2012	n/a	n/a
India*	REPLIDEA	TBD	January 31, 2012	n/a	n/a
Japan	REPLIDEA	2012- 3287	January 20, 2012	n/a	n/a

Detroit\_1208672\_4