

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>ALZA Corporation</td> <td>12/11/2007</td> </tr> </tbody> </table>		Name	Execution Date	ALZA Corporation	12/11/2007						
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ALZA Corporation	12/11/2007										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Intarcia Therapeutics, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>24650 Industrial Boulevard</td> </tr> <tr> <td>City:</td> <td>Hayward</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94545</td> </tr> </table>		Name:	Intarcia Therapeutics, Inc.	Street Address:	24650 Industrial Boulevard	City:	Hayward	State/Country:	CALIFORNIA	Postal Code:	94545
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PROPERTY NUMBERS Total: 2											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13219262</td> </tr> <tr> <td>Application Number:</td> <td>13647873</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13219262	Application Number:	13647873				
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Application Number:	13219262										
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CORRESPONDENCE DATA											
<p>Fax Number: 6175422241 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 617-542-6000 Email: jlsteinfield@mintz.com Correspondent Name: Mintz Levin USPTO Address Line 1: One Financial Center Address Line 4: Boston, MASSACHUSETTS 02111</p>											
ATTORNEY DOCKET NUMBER:	42281-514C05US										
NAME OF SUBMITTER:	Heidi A. Erlacher										
Signature:	/Heidi A. Erlacher/										
Date:	07/02/2013										

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Total Attachments: 13

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**AMENDMENT NO. 2 TO
LICENSE AGREEMENT**

This Amendment No. 2 to the License Agreement (this "Amendment No. 2"), effective as of December 11, 2007, is entered into by and between ALZA CORPORATION ("ALZA") and INTARCIA THERAPEUTICS, INC. ("Intarcia") to amend that certain License Agreement having an Effective Date of August 22, 2006 (the "License Agreement"), amended on October 22, 2007 as Amendment No. 1, by and between ALZA and Intarcia.

WHEREAS, ALZA has notified Intarcia that ALZA no longer intends to prosecute or maintain any of the patents/patent applications set forth on Exhibit E to the License Agreement and desires to assign certain patent rights to Intarcia previously referenced in the License Agreement as "Licensed Patents" and included in Exhibit E thereof;

WHEREAS, Intarcia desires to take assignment of certain patents/patent applications set forth on Exhibit E to the License Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined or amended herein shall have the respective meanings given to such terms in the License Agreement and Amendment No. 1.
2. **ALZA Assignment.** As of the date set forth above, ALZA hereby assigns to Intarcia all of ALZA's right, title, and interest in and to the patents and patent applications expressly listed in the Exhibit 4 as attached herein (hereinafter "Specified Patents," to be included with those set forth on Exhibit 3 Amendment No. 1). Notwithstanding anything to the contrary, the scope of the assignment provided herein is expressly limited to the Specified Patents set forth in Exhibit 4. Nothing contained herein shall be construed to extend the scope of said assignment beyond the Specified Patents that are expressly referenced in Exhibit 4. This assignment shall be evidenced by an executed Assignment of Patents and Patent Applications, which shall be prepared by Intarcia at its sole expense, and filed by Intarcia at its sole expense, with the U.S. Patent and Trademark Office and its foreign counterparts as soon as reasonably practicable after the effective date of this Amendment No. 2. ALZA agrees to undertake any actions and execute and deliver any documents and instruments that are reasonably necessary to perfect Intarcia's title in and to the relevant Specified Patents in a timely manner, if so requested by Intarcia at Intarcia's sole expense. Pursuant to paragraphs 5 and 7 herein, Intarcia shall assume full responsibility for the Specified Patents on December 14, 2007.
3. **Intarcia License-Back.** For the avoidance of doubt, it is the Parties' intent that this provision be construed in a manner that enables ALZA to meet its obligations under the DURECT Agreement and the Bayer Agreements. Pursuant to paragraph 2.6 of the License Agreement, Intarcia hereby grants to ALZA an exclusive (even as to Intarcia), perpetual, worldwide, royalty-free, sublicenseable, fully paid license under the Specified Patents solely to make, have made, use, import, export, sell, offer for sale, and have sold any products outside the Field. Such license outside the Field is granted solely to the extent necessary (i) to enable a product with respect to which ALZA or an Affiliate is performing or has performed product

development activities for itself or a sublicensee, or (ii) for ALZA to fulfill its obligations to Bayer and/or DURECT under the Bayer Agreements or DURECT Agreement, respectively. The term of the license granted under Section 3(ii) herein shall only be until the expiration or termination of both the DURECT Agreement and the Bayer Agreements.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

9. Amendment to Amendment No. 1. The last sentence under Section 4 (Intarcia Grant-Back) of Amendment No. 1 is hereby deleted in its entirety and replaced with the following sentence: The term of the license granted under Section 4(ii) herein shall only be until the expiration or termination of both the DURECT Agreement and the Bayer Agreements.

10. Entire Agreement. Except as expressly amended herein, the terms of the License Agreement and Amendment No. 1 shall remain in full force and effect. The License Agreement (including the exhibits and schedules thereto) as amended by Amendment No. 1

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and this Amendment No. 2, constitutes the entire agreement between ALZA and Intarcia with respect to the subject matter within and therein and supersedes all previous agreements and understandings between the Parties, whether written or oral. The License Agreement, Amendment No. 1, and this Amendment No. 2 may be altered, amended or changed only by a writing making specific reference to the License Agreement, Amendment No. 1, and this Amendment No. 2 and signed by duly authorized representatives of ALZA and Intarcia.

11. Governing Law; Dispute Resolution. Article 10 of the License Agreement shall apply to this Amendment No. 2.

12. Counterparts. This Amendment No. 2 may be executed in any two or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, ALZA and Intarcia, by their duly authorized officers, have executed this Amendment No. 2 to the License Agreement as of the date first written above.

ALZA CORPORATION

By: JJ Barr
Name: JAMES J. BARR
Title: V.P., FINANCE

Agymc
INTARCIA THERAPEUTICS, INC.

By: [Signature]
Name: K. Alice Kwong
Title: PRESIDENT & CEO

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EXHIBIT 4

Specified Patent Rights

Specified Patents means any and all patents, patent applications and any patents or letters patent issuing or arising therefrom worldwide, together with any extensions, reissues, continuations, divisions, continuations-in-part, or reexaminations thereof.

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EXHIBIT 4*

Intarcia Number	Intarcia Subcase Number	Country	Status	ALZA Reference No.	Application No.	Filing Date	Patent No.	Title
ALE 053	01	US	Expired	2437P1	60/122,056	2/2/1996		SUSTAINED DELIVERY OF AN ACTIVE AGENT USING AN IMPLANTABLE SYSTEM
ALE 053	10	US	Granted	2437CIP1	08/791,699	1/30/1997	5,728,396	SUSTAINED DELIVERY OF LEUPROLIDE USING AN IMPLANTABLE SYSTEM
ALE 053	11	US	Granted	2437CON1	08/943,007	10/2/1997	5,985,305	SUSTAINED DELIVERY OF AN ACTIVE AGENT USING AN IMPLANTABLE SYSTEM
ALE 053	12	US	Granted	2437N2	09/310,149	5/12/1999	6,156,331	SUSTAINED DELIVERY OF AN ACTIVE AGENT USING AN IMPLANTABLE SYSTEM
ALE 053	13	US	Granted	2437CON3	09/366,746	8/4/1999	6,261,584	SUSTAINED DELIVERY OF AN ACTIVE AGENT USING AN IMPLANTABLE SYSTEM
ALE 053	14	US	Granted	2437N4	09/848,211	5/4/2001	6,395,292	SUSTAINED DELIVERY OF AN ACTIVE AGENT USING AN IMPLANTABLE SYSTEM

6 DECEMBER 2007

*For Purposes of Recordation of Assignment in the United States Patent and Trademark Office, Foreign Equivalents of these US Patents/Applications have been REDACTED from Exhibit 4.

EXHIBIT 4*

Intarcia Number	Intarcia Subcase Number	Country	Status	ALZA Reference No.	Application No.	Filing Date	Patent No.	Title
ALE 053	15	US	Granted	2437CON5	10/108,303	3/28/2002	6,635,268	SUSTAINED DELIVERY OF AN ACTIVE AGENT USING AN IMPLANTABLE SYSTEM
ALE 053	16	US	Pending	2437CON6	10/645,293	8/20/2003		SUSTAINED DELIVERY OF AN ACTIVE AGENT USING AN IMPLANTABLE SYSTEM
ALE 054	01	US	Expired	2427USP	60/068,377	12/22/1997		MEMBRANES FOR CONTROLLED DRUG DELIVERY DEVICES RATE CONTROLLING
ALE 054	10	US	Granted	2427USR1	09/213,213	12/17/1998	6375978	MEMBRANES FOR CONTROLLED DRUG DELIVERY DEVICES RATE CONTROLLING
ALE 054	11	US	Pending	2427USN1	09/976,228	10/12/2001		MEMBRANES FOR CONTROLLED DRUG DELIVERY DEVICES
ALE 055	01	US	Expired	2747P1	60/068,987	12/29/1997		OSMOTIC DELIVERY SYSTEM WITH MEMBRANE PLUG RETENTION MECHANISM
ALE 055	10	US	Granted	2747R1	09/217,823	12/22/1998	6,270,787	OSMOTIC DELIVERY SYSTEM WITH MEMBRANE PLUG RETENTION MECHANISM
ALE 055	11	US	Granted	2747D1	09/858,631	5/17/2001	6,976,981	OSMOTIC DELIVERY SYSTEM WITH MEMBRANE PLUG RETENTION MECHANISM

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ALE 055	12	US	Granted	2747USD2	09/858,632	5/17/2001	6,899,887	OSMOTIC DELIVERY SYSTEM WITH MEMBRANE PLUG RETENTION MECHANISM
ALE 056	13	US	Pending	2747N1	10/885,828	7/7/2004		OSMOTIC DELIVERY SYSTEM WITH MEMBRANE PLUG RETENTION MECHANISM
ALE 055	14	US	Pending	2747N2	10/962,130	10/8/2004		OSMOTIC DELIVERY SYSTEM WITH MEMBRANE PLUG RETENTION MECHANISM
ALE 056	01	US	Expired	2744P	60/068,996	12/29/1997		IMPLANTER DEVICE FOR SUBCUTANEOUS IMPLANTS
ALE 056	10	US	Granted	2744R1	09/217,824	12/22/1998	6,190,350	IMPLANTER DEVICE FOR SUBCUTANEOUS IMPLANTS
ALE 056	11	US	Pending	2744R(REISSUE) E	10/191,762	7/8/2002		IMPLANTER DEVICE FOR SUBCUTANEOUS IMPLANTS
ALE 056	20	US	Granted	2744DES	29/081,307	12/30/1997	D402,757	IMPLANTER DEVICE FOR SUBCUTANEOUS IMPLANTS
ALE 057	01	US	Expired	2699P1	60/070,011	12/30/1997		Beneficial agent delivery system with membrane plug and method for controlling delivery of beneficial agents
ALE 057	10	US	Granted	2699R1	09/121,835	7/24/1998	6,113,938	Beneficial agent delivery system with membrane plug and method for controlling delivery of beneficial agents

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Intarcia Number	Intarcia Subcase Number	Country	Status	ALZA Reference No.	Application No.	Filing Date	Patent No.	Title
ALE 058	01	US	Expired	2914P1	60/119,170	2/8/1999		STABLE NON-AQUEOUS SINGLE PHASE GELS EXHIBITING VISCOUS FLUID CHARACTERISTICS AND FORMULATIONS UTILIZING SUCH GELS
ALE 058	10	US	Granted	2914R1	09/497,422	2/3/2000	7,258,869	Stable non-aqueous single phase viscous vehicles and formulations utilizing such vehicle
ALE 058	11	US	Pending	2914C1	09/627,531	7/28/2000		Stable non-aqueous single phase viscous vehicles and formulations utilizing such vehicle
ALE 058	12	US	Pending	2914N1	10/319,277	12/12/2002		Stable non-aqueous single phase viscous vehicles and formulations utilizing such vehicle
ALE 059	01	US	Expired	5102USAPSP	60/520,605	11/17/2003		COMPOSITION AND DOSAGE FORM COMPRISING AN AMPHILIC MOLECULE AS A SUSPENSION VEHICLE

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Intarcia Number	Intarcia Subcase Number	Country	Status	ALZA Reference No.	Application No.	Filing Date	Patent No.	Title
ALE 059	10	US	Pending	5102USNP	10/988,716	11/15/2004		COMPOSITION AND DOSAGE FORM COMPRISING AN AMPHILIC MOLECULE AS A SUSPENSION VEHICLE
ALE 060	01	US	Expired	5136PSP	60/574,562	5/25/2004		Enhanced Biomolecule Stability During Transition from Hydrophobic Suspension Vehicle to Hydrophilic Medium
ALE 060	10	US	Pending	5136NP	11/132,830	5/19/2005		Formulations Having Increased Stability During Transition from Hydrophobic Vehicle to Hydrophilic Medium
ALE 061	01	US	Expired	5182PSP	60/650,225	2/3/2005		SOLVENT/POLYMER SOLUTIONS AS SUSPENSION VEHICLES
ALE 061	10	US	Pending	5182US	11/347,562	2/3/2006		SOLVENT/POLYMER SOLUTIONS AS SUSPENSION VEHICLES
ALE 062	01	US	Expired	5184USPSP	60/662,091	3/15/2005		Polyoxaester suspending vehicles for use with implantable systems
ALE 062	10	US	Pending	5184USNP	11/374,228	3/13/2006		Polyoxaester suspending vehicles for use with implantable systems

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Interacia Number	Interacia Subcase Number	Country	Status	ALZA Reference No.	Application No.	Filing Date	Patent No.	Title
ALE 063	01	US	Expired	2513 USPT	607030,481	11/15/1996		OSMOTIC DELIVERY SYSTEMS AND METHOD FOR ENHANCING START-UP AND PERFORMANCE OF OSMOTIC DELIVERY SYSTEMS
ALE 063	10	US	Granted	2513USNP R1	08/970,530	11/14/1997	6,132,420	OSMOTIC DELIVERY SYSTEMS AND METHOD FOR ENHANCING START-UP AND PERFORMANCE OF OSMOTIC DELIVERY SYSTEMS
ALE 064	11	US	Granted	2312USD1	09/238,159	1/28/1998	5,972,370	PEPTIDE/PROTEIN SUSPENDING FORMULATIONS

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EXHIBIT 5

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