

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2713826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
METABOLIC SOLUTIONS DEVELOPMENT COMPANY, LLC	02/03/2014
RECEIVING PARTY DATA	
Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	8629159
Patent Number:	8389556
Patent Number:	8067450
Patent Number:	8304441
Application Number:	13751672
Application Number:	13515522
Application Number:	13515508
Application Number:	13641917
Application Number:	13813516
Application Number:	13813462
Application Number:	61856850
Application Number:	13515588
Application Number:	13641936
Application Number:	14032284

PCT Number:

US2013073254

**CORRESPONDENCE DATA**

Fax Number: (919)354-1278

Phone: 919-314-3086

Email: loandocsdept@square1bank.com

*Correspondence will be sent via US Mail when the email attempt is unsuccessful.*

Correspondent Name: SQUARE 1 BANK

Address Line 1: 406 BLACKWELL STREET

Address Line 2: SUITE 240

Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER:

LEE CONNER

Signature:

/leeconner-tkf/

Date:

02/05/2014

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 3, 2014 by and between SQUARE 1 BANK ("*Bank*") and METABOLIC SOLUTIONS DEVELOPMENT COMPANY, LLC a Delaware limited liability company ("*Grantor*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**


Address of Grantor:

**METABOLIC SOLUTIONS  
DEVELOPMENT COMPANY, LLC**

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

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

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

  
Stephen Benoit  
CEO

**BANK:**

Address of Bank:

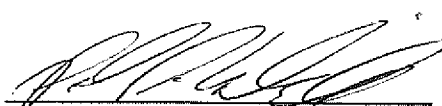
**SQUARE 1 BANK**

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

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

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

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

  
Patrick Cahill  
AVP

square 1 bank

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
N/A	N/A	N/A



## EXHIBIT B

## PATENTS

Title	Patent OR Serial Number	Issue OR Filing Date
Thiazolidinedione Analogues	U.S. Pat. No. 8,629,159	01/14/2014
Thiazolidinedione Analogues	U.S. Pat. No. 8,389,556	03/05/2013
Thiazolidinedione Analogues	U.S. Serial No. 13/751,672	01/28/2013
Thiazolidinedione Analogues for the Treatment of Metabolic Diseases	U.S. Pat. No. 8,067,450	11/29/2011
Thiazolidinedione Analogues for the Treatment of Metabolic Diseases	U.S. Pat. No. 8,304,441	11/06/2012
PPAR-Sparing Thiazolidinediones and Combinations for the Treatment of Neurodegenerative Diseases	U.S. Serial No. 13/515,522	12/15/2010
PPAR-Sparing Thiazolidinedione Salts for the Treatment of Metabolic Diseases	U.S. Serial No. 13/515,508	12/15/2010
Novel Synthesis for Thiazolidinedione Compounds	U.S. Serial No. 13/641,917	4/18/2011
Novel Synthesis for Thiazolidinedione Compounds	U.S. Serial No. 13/813,516	8/9/2011

<b>Title</b>	<b>Patent OR Serial Number</b>	<b>Issue OR Filing Date</b>
Synthesis for Thiazolidinedione Compounds	U.S. Serial No. 13/813,462	8/9/2011
PPAR-Sparing Compounds for the Treatment of Metabolic Disorders	U.S. Serial No. 61/856,850	07/22/2013
PPAR-Sparing Thiazolidinediones and Combinations for the Treatment of Neurodegenerative and Other Metabolic Diseases	PCT Serial No. PCT/US2013/073254	12/05/2013
Ppar-Sparing Thiazolidinediones And Combinations For The Treatment Of Obesity And Other Metabolic Diseases	13/515588	12/15/2010
Thiazolidinedione Analogues	13/641936	4/20/2011
Novel Synthesis For Thiazolidinedione Compounds	14/032284	9/20/2013



**EXHIBIT C**  
**TRADEMARKS**

Country	Mark	Application Number	File Date	Registration Number	Registration Date
UNITED STATES	MITOGLITAZONE	78/725,884	10/04/2005	3,473,765	07/22/2008
UNITED STATES	mTOT	85/491,864	12/09/2011		
UNITED STATES	mTOT MODULATOR	85/491,866	12/09/2011		
UNITED STATES	MITOSTATIN	85/491,869	12/09/2011		
AUSTRALIA	mTOT	1467518	12/23/2011	1467518	11/02/2012
AUSTRALIA	mTOT MODULATOR	1467521	12/23/2011	1467521	07/27/2012
AUSTRALIA	MITOSTATIN	1467519	12/23/2011	1467519	09/17/2013
BRAZIL	mTOT	840006322	01/24/2012		
BRAZIL	mTOT	840006314	01/24/2012		
BRAZIL	mTOT MODULATOR	840006306	01/24/2012		
BRAZIL	MITOSTATIN	840006284	01/24/2012		
CHINA	mTOT	10436709	01/18/2012	10436709	03/28/2013
CHINA	mTOT MODULATOR	10436710	01/18/2012	10436710	03/28/2013
CHINA	MITOSTATIN	10436711	01/18/2012	10436711	03/21/2013
INDIA	mTOT	2258485	12/29/2011	1128298	10/30/2013
INDIA	mTOT	2258487	12/29/2011		
INDIA	mTOT MODULATOR	2258483	12/29/2011		
JAPAN	mTOT	2012-2546	01/18/2012	5514161	08/10/2012
JAPAN	mTOT MODULATOR	2012-204	01/05/2012	5500953	06/15/2012
JAPAN	MITOSTATIN	2012-205	01/05/2012	5500954	06/15/2012
EUROPEAN UNION	mTOT	010532588	12/29/2011	010532588	05/24/2012
EUROPEAN UNION	mTOT MODULATOR	010532489	12/29/2011	010532489	05/09/2012
EUROPEAN UNION	MITOSTATIN	010532505	12/29/2011	010532505	05/09/2012
CANADA	mTOT	1558157	12/29/2011		

Country	Mark	Application Number	File Date	Registration Number	Registration Date
CANADA	mTOT MODULATOR	1558158	12/29/2011		
MEXICO	mTOT	1245022	01/27/2012	1324281	10/29/2012
MEXICO	mTOT	1245024	01/27/2012	1323068	10/25/2012
MEXICO	mTOT MODULATOR	1245017	01/27/2012	1353577	03/11/2013

square 1 bank

MSDC – IPSA – Execution Version

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RECORDED: 02/05/2014

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