

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2840520

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
MEDALLION THERAPEUTICS, INC.		03/31/2014
RECEIVING PARTY DATA		
Name:	ALFRED E. MANN FOUNDATION FOR SCIENTIFIC RESEARCH	
Street Address:	25134 RYE CANYON LOOP	
City:	SANTA CLARITA	
State/Country:	CALIFORNIA	
Postal Code:	91355	
PROPERTY NUMBERS Total: 54		
Property Type	Number	
Patent Number:	8002747	
Patent Number:	7347854	
Patent Number:	8221395	
Patent Number:	8683381	
Patent Number:	8167832	
Patent Number:	8352041	
Patent Number:	8352042	
Patent Number:	7192414	
Patent Number:	7604614	
Patent Number:	8137311	
Patent Number:	7758567	
Patent Number:	8425493	
Patent Number:	8070745	
Patent Number:	7510552	
Patent Number:	7497850	
Patent Number:	7867192	
Patent Number:	8251960	
Patent Number:	8551055	
Patent Number:	8603050	
Patent Number:	7104767	
Patent Number:	8292601	

PATENT

Property Type	Number
Patent Number:	8323247
Patent Number:	8327041
Patent Number:	8323268
Patent Number:	8096987
Patent Number:	8282627
Patent Number:	7925353
Patent Number:	5797733
Patent Number:	7776029
Patent Number:	6589205
Patent Number:	7083593
Patent Number:	7155279
Patent Number:	6454548
Patent Number:	6193477
Patent Number:	6227818
Patent Number:	6796777
Patent Number:	5915929
Patent Number:	6264439
Application Number:	13182412
Application Number:	12763504
Application Number:	14223828
Application Number:	11932856
Application Number:	13434277
Application Number:	13736038
Application Number:	13281432
Application Number:	13287651
Application Number:	14049066
Application Number:	14049076
Application Number:	13663687
Application Number:	14099976
Application Number:	11866938
Application Number:	13676738
Application Number:	13646690
Application Number:	11958582

CORRESPONDENCE DATA

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PATENT

REEL: 032815 FRAME: 0189

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Address Line 4: NEW YORK, NEW YORK 10018-1405

ATTORNEY DOCKET NUMBER:	123117.228531
NAME OF SUBMITTER:	TRACEY D. BENNETT
SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	05/02/2014

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "**Patent Security Agreement**") is made this 31st day of March 2014, between **MEDALLION THERAPEUTICS, INC.** a Delaware corporation ("**Grantor**"), and **ALFRED E. MANN FOUNDATION FOR SCIENTIFIC RESEARCH**, a not-for-profit corporation organized and existing under the laws of the State of California ("**Secured Party**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Secured Convertible Promissory Note Purchase Agreement dated as of January 31, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules and exhibits thereto, the "**Purchase Agreement**") between Grantor and Secured Party, the Secured Party has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Party is willing to make the financial accommodations to Grantor as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party that certain Security Agreement dated as of January 31, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**");

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party—including those referred to on Schedule I hereto;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or right to receive license fees, royalties, and other compensation under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any division, continuation, continuation-in-part, reissue, or reexamination of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

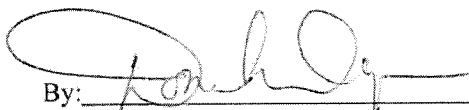
6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Purchase Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

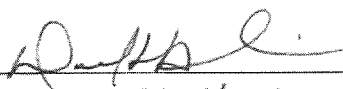
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDALLION THERAPEUTICS, INC.,
as Grantor

By: 
Name: Donald L. Deyo
Title: President + CEO

ACCEPTED AND ACKNOWLEDGED BY:

**ALFRED E. MANN FOUNDATION FOR
SCIENTIFIC RESEARCH, as Secured Party**

By: 
Name: David Hankin
Title: CEO

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Issued Patents				
Docket	Serial Number	Patent Number	Issue Date	Title
0158-030	11/420,641	8,002,747	8/31/2011	Implantable Infusion Device With Multiple Controllable Fluid Outlets
0158-030ep	06771202.6	EP 1 888 144 B1, France, UK Germany	12/9/2009	Implantable Infusion Device With Multiple Controllable Fluid Outlets
0158-030ep2	09152284.7	EP 2 050 476 B1, France, Germany	11/30/2011	Implantable Infusion Device With Multiple Controllable Fluid Outlets
0158-033	11/069,573	7,347,854	3/25/2008	Method and Apparatus for Automatically Modifying Delivery Profile of Drug Delivery System
0158-033ep	05724052.5	EP 1 725 219 B1 France, Germany	12/09/2009	Method and Apparatus for Automatically Modifying Delivery Profile of Drug Delivery System
0158-033x	11/927,174	8,221,395	7/17/2012	Method and Apparatus for Automatically Modifying Delivery Profile of Drug Delivery System
0158-036	11/836,709	8,683,381	3/25/2014	Drug Delivery Safety System
0158-042	11/608,823	8,167,832	5/1/2012	Ambulatory Infusion Devices and Methods Including Occlusion Monitoring

0158-043a	11/564,219	8,352,041	1/8/2013	Remote Controls And Ambulatory Medical Systems Including The Same
0158-043b	11/564,229	8,352,042	1/8/2013	Remote Controls And Ambulatory Medical Systems Including The Same
0158-047	11/023,931	7,192,414	3/20/2007	Programmable Implantable Pump with Accessory Reservoirs and Multiple Independent Lumen Catheter
0158-060	11/222,161	7,604,614	10/20/2009	Test Method and Apparatus for Verification of Medical Device Functionality
0158-060x	12/497,671	8,137,311	3/20/2012	Test Method and Apparatus for Verification of Medical Device Functionality
0158-061	11/176,857	7,758,567	7/20/2010	Medical Device Including Processor Running Independent Processes to Cooperatively Control Therapy
0158-062	10/515,152	8,425,493	4/23/2013	Implantable Medication Delivery Device
0158-062ep	03755456.5	EP 1 509 278 B1, France, UK, Germany	3/12/2004	Implantable Medication Delivery Device
0158-063	11/294,973	8,070,745	12/6/2011	Medication Infusion Device Using Negatively Biased Ambient Pressure Medication Chamber
0158-064	11/203,532	7,510,552	3/31/2009	Implantable Medication Delivery Device Using Pressure Regulator
0158-065	11/069,296	7,497,850	3/3/2009	Medical Device Needle Receiving Port
0158-066	12/040,468	7,867,192	1/11/2011	Ambulatory Infusion Devices And Methods With Blockage Detection

0158-079	12/054,009	8,251,960	8/28/2012	Valves, Valved Fluid Transfer Devices and Ambulatory Infusion Devices Including The Same
0158-079x	13/594,737	8,551,055	10/8/2013	Valves, Valved Fluid Transfer Devices and Ambulatory Infusion Devices Including The Same
0158-087	11/759,882	8,603,050	12/10/2013	Implantable Infusion Devices Including Apparatus For Confirming Side Port Access
0158-088	11/025,414	7,104,767	9/12/2006	Diaphragm Pump For Medical Applications
0158-095	12/437,927	8,292,601	10/23/2012	Fluid Transfer Devices With Resilient Valve Structures And Ambulatory Infusion Devices Including Same
0158-095A	12/437,951	8,323,247	12/4/2012	Fluid Transfer Devices With Resilient Valve Structures And Ambulatory Infusion Devices Including Same
0158-095B	12/437,978	8,327,041	2/12/2013	Fluid Transfer Devices With Resilient Valve Structures And Ambulatory Infusion Devices Including Same
0158-097N	12/329,459	8,323,268	12/4/2012	Implantable Infusion Devices Including Apparatus For Confirming Fluid Flow and Systems, Apparatus and Methods Associated With Same
0158-099	12/329,476	8,096,987	1/17/2012	Method And Apparatus For Translating A Continuous-Delivery Delivery Profile Into A Plurality of Periodic Bolus Deliveries
0158-099x	13/336,747	8,282,627	10/9/2012	Method And Apparatus For Translating A Continuous-Delivery Into A Plurality of Periodic Bolus Deliveries
0158-108	11/374,799	7,925,353	4/12/2011	Treatment of Movement Disorders with Drug Therapy
0158-112	08/804,948	5,797,733	8/25/1998	Low Power Electromagnetic Pump

0158-113ep	95912901.6	EP 0 760 059 B1, France	5/31/2006	Low Power Electromagnetic Pump
0158-114	10/057,144	7,776,029	8/17/2010	Microminiature Infusion Pump
0158-115	09/715,280	6,589,205	7/8/2003	Externally-Controllable Constant-Flow Medication Delivery System
0158-116	10/099,060	7,083,593	8/1/2006	Programmable Implantable Pump with Accessory Reservoirs and Multiple Independent Lumen Catheter
0158-117	10/810,091	7,155,279	12/26/06	Treatment Of Movement Disorders With Drug Therapy
0158-118	09/911,566	6,454,548	9/24/2002	Low Power Electromagnetic Pump
0158-119	09/342,372	6,193,477	2/27/2001	Low Power Electromagnetic Pump
0158-120	09/315,369	6,227,818	5/8/2001	Low Power Electromagnetic Pump
0158-121	10/291,130	6,796,777	9/28/2004	Low Power Electromagnetic Pump
0158-122	09/135,760	5,915,929	6/29/1999	Low Power Electromagnetic Pump
0158-123	09/099,838	6,264,439	7/24/2001	Low Power Electromagnetic Pump
Pending Applications				

Docket	Serial Number	App. Date	Title
0158-030x	13/182,412	7/13/2011	Implantable Infusion Device With Multiple Controllable Fluid Outlets
0158-035N	12/763,504	4/20/2010	Implantable Infusion Devices and Associated Methods
0158-036-CON	14/223,828	3/24/2014	Drug Delivery Safety System
0158-041x	11/932,856	10/31/2007	Method, Apparatus and System for Assigning Remote Control Device to Ambulatory Medical Device
0158-042x	13/434,277	3/29/2012	Ambulatory Infusion Devices and Methods
0158-043ax	13/736,038	1/7/2013	Remote Controls And Ambulatory Medical Systems Including The Same
0158-057x1	13/281,432	10/26/2011	Drug Delivery Apparatus and Method for Automatically Reducing Drug Dosage
0158-063ep	04755946.3	6/24/2004	Medication Infusion Device Using Negatively Biased Ambient Pressure Medication Chamber
0158-063x	13/287,651	11/2/2011	Medication Infusion Device Using Negatively Biased Ambient Pressure Medication Chamber
0158-079x1	14/049,066	10/8/2013	Valves, Valved Fluid Transfer Devices and Ambulatory Infusion Devices Including The Same
0158-079x2	14/049,076	10/8/2013	Valves, Valved Fluid Transfer Devices and Ambulatory Infusion Devices Including The Same

0158-079CIP	13/663,687	10/30/2012	Valves, Valved Fluid Transfer Devices and Ambulatory Infusion Devices Including The Same
0158-087x	14/099,976	12/8/2013	Implantable Infusion Devices Including Apparatus For Confirming Side Port Access
0158-091	11/866,938	10/3/2007	Programming and Bolus Monitoring Device for an Implantable Drug Pump
0158-097Nx	13/676,738	11/14/2012	Implantable Infusion Devices Including Apparatus For Confirming Fluid Flow and Systems, Apparatus and Methods Associated With Same
0158-099x1	13/646,690	10/6/2012	Method And Apparatus For Translating A Continuous-Delivery Delivery Profile Into A Plurality of Periodic Bolus Deliveries
0158-110	11/958,582	12/18/2007	Health Indicator Recording in Drug Infusion Therapy Systems and Methods

Patent Licenses

Intellectual property License and Assignment Agreement, between Medallion Therapeutics Inc. and Alfred E. Mann Foundation for Scientific Research, dated March 31, 2014.