

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2926195

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	APICORE LLC	07/03/2014
RECEIVING PARTY DATA		
Name:	KNIGHT THERAPEUTICS INC., AS AGENT	
Street Address:	376 VICTORIA AVE., SUITE 220	
City:	WESTMOUNT	
State/Country:	QUEBEC	
Postal Code:	H3Z1C3	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Patent Number:	7446227	
Patent Number:	8450487	
Application Number:	12138924	
Application Number:	11747291	
Application Number:	12180057	
Application Number:	12643056	
Application Number:	13310019	
Application Number:	13951034	
Application Number:	61857876	
Application Number:	13873833	
Application Number:	13170471	
Application Number:	13479975	
Application Number:	61824070	
CORRESPONDENCE DATA		
Fax Number:	(213)443-2926	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	213-617-5493	
Email:	jcravitz@sheppardmullin.com	
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP	
Address Line 1:	333 S. HOPE ST., 43RD FLOOR	

PATENT

Address Line 2:	ATTN: J. CRAVITZ
Address Line 4:	LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	39WS-197663
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NAME OF SUBMITTER:	JULIE CRAVITZ
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SIGNATURE:	/julie cravitz/
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DATE SIGNED:	07/03/2014
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Total Attachments: 23

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is made as of July 3, 2014, by Apicore LLC ("Debtor"), a New Jersey limited liability company, in favor of Knight Therapeutics Inc., a Canadian corporation, as agent for itself and on behalf of the other Lenders under the Loan Agreement referred to below (in such capacity, "Secured Party").

RECITALS

WHEREAS, the Lenders have agreed to advance the sum of _____ (the "Loan") to ABC Pharma Acquisition Company, Apigen Investments Limited and APR Buyer LLC pursuant to a Term Loan Agreement dated as of the date hereof, by and among ABC Pharma Acquisition Company, Apigen Investments Limited and APR Buyer LLC, as borrowers, Secured Party, as agent and Lender, and the other Lenders party thereto (as amended, restated or supplemented, the "Loan Agreement") (all terms capitalized herein but not defined herein having the respective definition set forth in the Loan Agreement);

WHEREAS, Debtor has agreed to execute this IP Security Agreement in favor of Secured Party as security for all amounts owing at any time and from time to time by Debtor under the Loan Agreement and the other Obligations (as defined at the end of Section 1);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Debtor and, by its acceptance hereof, Secured Party hereby agree as follows:

1. To secure the prompt, punctual, and faithful performance of all and each of the Obligations, Debtor hereby grants to Secured Party, for the benefit of Secured Party, a continuing security interest in and to the following, and each item thereof, whether now owned or now due, or in which that Debtor has an interest, or hereafter acquired, arising, or to become due, or in which that Debtor obtains an interest, and all proceeds and substitutions of or to any of the following; provided, however, that notwithstanding anything to the contrary in this IP Security Agreement, no Lien or security interest is or has been granted in the Excluded Assets (as defined in the Security Agreement made as of the date hereof by Debtor in favor of the Secured Party) under this IP Security Agreement, and none of the covenants, representations or warranties set forth in this IP Security Agreement shall apply to, or be a reference to, any Excluded Assets. If at any time, any Intellectual Property subject to this IP Security Agreement becomes an Excluded Asset, any Lien or security interest of the Secured Party in such Excluded Asset shall immediately and automatically terminate at such time and such Excluded Asset shall cease to constitute Intellectual Property that is subject to this IP Security Agreement and the Liens and security interests set forth herein; provided that the Secured Party shall automatically be granted a security interest in any Excluded Asset which ceases to constitute an Excluded Asset (as defined in the Security Agreement made as of the date hereof by Debtor in favor of the Secured Party):
 - a. Trademarks.
 - i. All of Debtor's now owned or existing or hereafter acquired or arising trademarks, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, including,

without limitation those listed on EXHIBIT A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks or service mark applications, as well as all rights and privileges arising under applicable law, licenses and other agreements with respect to Debtor's use of any of the foregoing.

- ii. All reissues, extensions or renewals of any of the foregoing.
- iii. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- iv. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- v. All of Debtor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications and goodwill described in (i)-(v) above are hereinafter individually and/or collectively referred to as the "Trademarks".

b. Patents.

- i. All of Debtor's now owned or existing or hereafter acquired or arising patents, patent applications, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on EXHIBIT B annexed hereto and made a part hereof as well as all rights and privileges arising under applicable law, licenses and other agreements with respect to Debtor's use of any of the foregoing.
- ii. All renewals of any of the foregoing.
- iii. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- iv. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

- v. All of Debtor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing patents, patent applications described in (i)-(v) above are hereinafter individually and/or collectively referred to as the "Patents".

c. Copyrights.

- i. All of Debtor's now owned or existing or hereafter acquired or arising copyright rights (including licenses), copyright applications, copyright registrations, and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a Trade Secret, including, without limitation, the copyright rights, copyright applications, and registered copyrights, listed on EXHIBIT C annexed hereto and made a part hereof, as well as all rights and privileges arising under applicable law and licenses and other agreements with respect to Debtor's use of any of the foregoing.
- ii. All reissues, extensions or renewals of any of the foregoing.
- iii. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- iv. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- v. All of Debtor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing copyright rights, registered copyrights and copyright applications described in (i)-(v) above are hereinafter individually and/or collectively referred to as the "Copyrights".

- d. All right, title and interest of Debtor as a licensee or authorized user of Intellectual Property and Trade Secrets of another Person under licenses and/or other Contracts (as modified by the inclusion of rights under new Contracts, the "Licensee Rights").
- e. Without duplication of any collateral listed above, all proceeds of the foregoing.

Hereinafter, all of Debtor's Trademarks, Patents and Copyrights, together with Debtor's Licensee Rights and Debtor's right, title and interest in and to any domain names (including those listed on EXHIBIT A) and other Trade Secrets, are collectively referred to as, the "Intellectual Property".

This IP Security Agreement is made and given to secure, and shall secure, the prompt payment and performance when due of (i) any and all indebtedness, obligations and liabilities of Debtor to Secured Party under or in connection with the Loan Agreement and any other document, agreement, instrument or certificate entered into by Debtor, whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired related thereto or to the Loan, and (ii) any and all expenses and charges, legal (including, without limitation, attorneys' fees) or otherwise, suffered or incurred by Secured Party and its agents and representatives, in collecting or enforcing any of such indebtedness, obligations and liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the Lien granted hereby (all of the indebtedness, obligations, liabilities, expenses and charges described in (i) and (ii) above being hereinafter referred to as the "Obligations").

2. Until this IP Security Agreement is terminated, Debtor shall undertake the following with respect to the Intellectual Property:

- a. At Debtor's sole cost, expense, and risk, pay all fees and take any and all other action after the date hereof (i) that Debtor deems appropriate to maintain, defend and protect the Intellectual Property material to Debtor's business, and (ii) that Secured Party reasonably requests to preserve, protect and perfect its security interest in the Intellectual Property. However, Debtor shall not be obligated to maintain any Intellectual Property in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Intellectual Property is no longer necessary in Pledgor's business.
- b. Debtor shall (i) 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 Trademarks Office and the Register of Copyrights, and (ii) take all such actions as Secured Party may reasonably request, or as are otherwise necessary, in each case to give notice to third parties of (i.e., to "perfect") Secured Party's security interest in the Intellectual Property and otherwise to carry out the intent and purposes of this IP Security Agreement, or for assuring and confirming to Secured Party the grant, perfection and priority of a security interest in the Intellectual Property. Debtor hereby authorizes Secured Party to execute and/or file one or more of the foregoing instruments or copies thereof (including assignments for security in the form of EXHIBIT E hereto) or of this IP Security Agreement with respect to the Intellectual Property signed only by Secured Party.
- c. Debtor shall promptly report to the Secured Party (i) the filing of any application by such Debtor to register any Intellectual Property with the United States Patent and Trademark Office and the Register of Copyrights (whether such application is filed by such Debtor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property by any such office, in each case by executing and delivering an assignment for security in the form of

EXHIBIT E hereto, or another instrument reasonably acceptable to the Secured Party that perfects Secured Party's security interest therein. Debtor hereby authorizes Secured Party to execute and/or file one or more of the foregoing instruments or copies thereof or of this IP Security Agreement with respect to such Intellectual Property signed only by Secured Party.

- d. Debtor shall insure that no grant by Debtor of one or more licenses materially diminishes the value of the Intellectual Property.
3. Upon the occurrence of (a) any failure by Debtor to perform any of its obligations set forth in Section 2 above that is not remedied within 20 days of the earlier date on which (i) Debtor has knowledge of such failure or (ii) Debtor is notified thereof by the Secured Party or any other Person; and/or (b) any other Event of Default that is continuing, Secured Party, acting in its own name or in that of Debtor, may (but shall not be required to) act in Debtor's place and stead and/or in Secured Party's own right in connection therewith. Any documented and reasonable out-of-pocket costs or fees incurred in connection with such actions shall be payable by Debtor and shall be deemed to be "Obligations" under Section 1 for purposes of this IP Security Agreement.
4. Debtor represents, warrants, agrees and covenants that:
- a. The Intellectual Property listed on EXHIBITS A, B, and C comprises all of the registered Intellectual Property now owned by Debtor.
 - b. Except as permitted by the Loan Agreement, no Liens have been granted by Debtor to any person or entity in such Intellectual Property.
 - c. During the term of this IP Security Agreement, Debtor will not transfer or convey any interest in the Intellectual Property (or suffer, permit or cause any Liens thereon), except for (i) Liens under the Loan Documents, (ii) as permitted pursuant to the Loan Agreement, (iii) interests in Intellectual Property that is not material to Debtor and/or (iv) licenses granted by Debtor in the ordinary course of business.
 - d. Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder or the Lien granted to Secured Party hereunder, in each case without Secured Party's prior written consent. Debtor 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 Debtor's rights and interest in any property included within the definition of the Intellectual Property. Debtor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property, the ability of Debtor to dispose of any material Intellectual Property, or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property.
 - e. Except to the extent that Debtor determines to the contrary through the exercise of reasonable business judgment, Debtor (either itself or through licensees) shall

(i) continue to use all of the Trademarks material to its business, (ii) maintain such material Trademarks in full force free from any claim of abandonment for non-use and (iii) not (nor will it permit any licensee thereof to) suffer, permit or cause any act or omission whereby any such material Trademark(s) may become invalidated. Debtor, to the extent determined through the exercise of reasonable business judgment, has used proper notice indicating ownership of and the right to use its material Intellectual Property to the extent necessary to protect the Intellectual Property. Debtor has maintained, to the extent reasonably necessary for the preservation of its material Intellectual Property, control over the manufacture, sale, distribution, provision, advertising, packaging and labeling of all goods and services with which the Trademarks have been used.

- f. No Patent material to Debtor's business has been abandoned or dedicated to the public, and, except to the extent that Debtor determines otherwise through the exercise of reasonable business judgment, Debtor shall not do any act, or omit to do any act, whereby any Patent material to its business may become abandoned or dedicated to the public. Debtor shall notify Secured Party promptly if it knows of any reason or has reason to know that any application or registration may become abandoned or dedicated to the public.
- g. Each of the granted Patents and registered Trademarks listed on EXHIBITS A and B, respectively, are to the knowledge of the Debtor, valid and subsisting and in full force and effect. To the knowledge of the Debtor, the use of the Intellectual Property does not breach, violate, infringe or interfere with any rights of any third party. There is no claim made to the Debtor of adverse ownership or invalidity or other opposition to or conflict with any of the Intellectual Property, nor of any pending or, to the best of Debtor's knowledge, threatened suit, proceeding, claim, demand, action or investigation of any nature or kind against Debtor relating thereto, including without limitation those matters described in the preceding sentences.
- h. Except to the extent that Debtor determines to the contrary through the exercise of reasonable business judgment, Debtor agrees to take all reasonable steps in any proceeding before the United States Patent and Trademark Office or the courts, offices or agencies of any other jurisdiction, including without limitation any other country or any political subdivision thereof, to maintain each application and registration of the Intellectual Property that is material to the business of Debtor, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under paragraphs 4(e) and 4(f) above. Without limiting the foregoing, such steps will include executing all papers and instruments so as to enable Secured Party to apply for, prosecute and maintain applications and registrations in any country reasonably necessary (as determined in the sole discretion of Secured Party) to create, preserve, protect or maintain its Lien on the Intellectual Property.

- i. This IP Security Agreement, together with the filing of financing statements describing the Intellectual Property and the recording of assignments for security as described herein with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, creates a valid, perfected and first priority security interest in the Intellectual Property.
- 5. In order to further secure the Obligations:
 - a. Debtor shall promptly provide Secured Party with updates to reflect new Intellectual Property acquired by Debtor.
 - b. Debtor hereby authorizes Secured Party to modify this IP Security Agreement by amending the exhibits hereto to include any future new Intellectual Property acquired by the Debtor, written notice of which shall be given; provided, however, the modification of said exhibits shall not be a condition to the creation or perfection of the security interest in any Intellectual Property.
- 6.
 - a. During the continuation of an Event of Default, Secured Party (whether under a power of attorney or otherwise) may exercise all rights and remedies of a secured party under the Uniform Commercial Code and under other applicable law (including applicable U.S. federal law) with respect to the Intellectual Property. Debtor acknowledges that twenty (20) days' prior written notice is reasonable before Secured Party realizes upon the collateral hereunder. In connection therewith, Secured Party may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of Secured Party that an Event of Default has occurred and is continuing and that Secured Party is authorized to exercise such rights and remedies. All of the rights and remedies set forth in this Section 6 shall be cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, Debtor.
 - b. In addition to, and without in any way limiting, the immediately preceding Paragraph 6(a), during the continuation of an Event of Default, (i) Secured Party shall have the following rights and remedies and (ii) Debtor agrees to comply with the requests of Secured Party in exercising such rights and remedies (provided that nothing in this Intellectual Property Agreement shall be construed as requiring Secured Party to take any or all of such actions):
 - i. Secured Party may, at any time and from time to time, upon 20 days' prior written notice to Debtor, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Intellectual Property, throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, provided however that any such license granted by Secured Party shall not conflict with any rights or licenses previously granted in the Intellectual Property;

- ii. Secured Party may (without assuming any obligations or liability thereunder), at any time, enforce (and, should it so notify Debtor in writing during the continuation of such Event of Default, Secured Party shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Debtor in, to and under any one or more license agreements with respect to the Intellectual Property, and take or refrain from taking any action under any provision thereof; and
- iii. in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Intellectual Property pursuant to this subparagraph 6(b), Secured Party may, after and during the continuance of an Event of Default, pursuant to the authority granted in the powers of attorney set forth herein and in EXHIBIT D hereto, execute and deliver on behalf of the applicable Debtor, one or more instruments of assignment of the Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country.
- c. Debtor agrees to pay when due all reasonable costs incurred in any transfer of the Intellectual Property upon exercise of the rights described in Paragraph 6(b), including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations (without duplication). Debtor shall remain liable and shall pay Secured Party on demand any deficiency remaining after application of the proceeds of any such transfer of the Intellectual Property, together with interest thereon (and on the balance of any expenses then unpaid) at a rate equal to the highest rate then payable on the Obligations. In connection with the exercise of one or more of the remedies described above, Debtor hereby releases Secured Party from, and agrees to hold Secured Party free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license or sublicense agreement, except for claims arising out of Secured Party's gross negligence or willful misconduct.
- d. Debtor agrees to cooperate with all reasonable requests of Secured Party in the event of a license, assignment, sale or other disposition of the Intellectual Property, or any of it, by Secured Party under Paragraph 6(b) of this IP Security Agreement.
- e. All rights of Secured Party hereunder, as well as the security interest granted to Secured Party hereunder and all obligations of Debtor hereunder, shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Loan Agreement, the Guarantee and/or any other document being executed and delivered by Borrower, Debtor or any of their respective Affiliates (the "**Related Documents**"), any other agreement with respect to any of the Obligations, or any other agreement or instrument relating to any of the foregoing, (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from the Loan Agreement, any Security Document or Guaranty to which Debtor or any Subsidiary is a party, or any other Loan Documents, (iii) any exchange, release or nonperfection of any Lien on other Intellectual Property, or any release

or amendment or waiver of or consent to or departure from any guarantee, for all or any of the Obligations, or (iv) any other event or condition specified in the Loan Agreement, any Security Document or Guaranty to which Debtor or any Subsidiary is a party, or any other Loan Documents, or any other event or condition that might otherwise result in a discharge or release of the Obligations at law or at equity.

- f. If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing; (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Secured Party of any rights, title and interests in and to the Intellectual Property constituting Collateral shall have been previously made and shall have become absolute and effective, and (iv) the Obligations shall not have become immediately due and payable, upon the written request of Debtor, the Secured Party shall promptly execute and deliver to such Debtor, at such Debtor's sole cost and expense, a revocable license to such Debtor for the use of any Intellectual Property as may have been assigned or transferred to the Secured Party as aforesaid, subject to any disposition thereof that may have been rightfully made by the Secured Party as permitted hereunder; provided, after giving effect to such revocable license, the Secured Party's security interest granted pursuant hereto, as well as other rights and remedies of the Secured Party granted hereunder, shall continue to be in full force and effect; provided further, that, upon any subsequent Event of Default such revocable license shall be terminable by Secured Party without consent by Debtor. Upon satisfaction in full of the Obligations, Secured Party shall promptly execute and deliver to such Debtor, at such Debtor's sole cost and expense, such assignments or documents for such other transfer as may be reasonably necessary to reassign or transfer to such Debtor any such rights, title and interests as may have been assigned or transferred to the Secured Party as aforesaid and such rights, title and interests so reassigned shall be free and clear of any other Liens granted by the Secured Party.
 - g. No failure on the part of Secured Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by Secured Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. Secured Party shall not be deemed to have waived any rights hereunder or under any other agreement or instrument unless such waiver shall be in writing and signed by such parties.
- 7. Concurrently with the execution and delivery of this IP Security Agreement, Debtor shall execute and deliver to Secured Party four (4) originally executed copies of the power of attorney attached hereto as EXHIBIT D.
 - 8. In connection with the exercise of Secured Party's right and remedies under this IP Security Agreement and the Loan Documents, any use by Secured Party of the Intellectual Property as authorized hereunder after and during the continuance of an

Event of Default, shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Secured Party to Debtor. Debtor hereby agrees that if the proceeds of any Intellectual Property hereunder (including the payments made in respect of any of the Intellectual Property) shall be received by it during the continuance of one or more Events of Default, Debtor shall as promptly as reasonably possible deliver such proceeds to the Secured Party. Until so delivered, all such proceeds shall be held in trust by Debtor for and as the property of Secured Party and shall not be commingled with any other funds or property of Debtor.

9. Debtor shall, upon demand, reimburse Secured Party for all reasonable costs and expenses incurred by Secured Party in the exercise and/or enforcement of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel). For greater certainty, Debtor shall not be responsible for the costs and fees of any legal opinion that the Secured Party may obtain with respect to, inter alia, the validity and priority of the security interest created hereunder.
10. Debtor authorizes Secured Party's delivery to the Register of Copyrights and the Commissioner of Patents and Trademarks of this IP Security Agreement, and the recording by such authorities of this IP Security Agreement, and any amendments hereto, or copies hereof.
11. Regardless of whether this Section 11 is referred to in a particular section, to the extent this Agreement conflicts with the provisions of the Loan Agreement or any other Security Document, the provisions of this Agreement shall control with respect to Intellectual Property. This IP Security Agreement is intended to be supplemental of any security-related provisions in any other Security Documents to which Debtor or any other Loan Party is a party and each other Loan Document that purports to create security interests.
12. Without in any way limiting any other indemnification provisions contained herein, Debtor assumes all responsibility and liability arising from the use of the Intellectual Property, and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold, or any service provided, by Debtor (or any Affiliate thereof) in connection with any Intellectual Property or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any Affiliate thereof); provided that Debtor shall not be liable to the Secured Party for the payment of any portion of such claim, suit, loss, damage or expense to the extent resulting primarily from the Secured Party's gross negligence or willful misconduct. Debtor agrees that Secured Party does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Intellectual Property or the performance of any obligations to be performed under or with respect to any such agreement or contract by any Debtor, and Debtor hereby agrees to indemnify and hold Secured Party harmless with respect to any and all claims by any person relating thereto not arising out of the gross negligence or willful misconduct of the Secured Party.

13. To the extent that a security interest in any Intellectual Property filed, recorded or registered in a jurisdiction other than the United States and its territories, if a separate security agreement has been executed and delivered by Debtor for use in such other jurisdiction, then this IP Security Agreement shall be deemed to be superseded by such other agreement, but solely with respect to the Intellectual Property registrations in such other jurisdiction. If Intellectual Property is filed, recorded or registered in the United States and another jurisdiction, then this IP Security Agreement shall govern with respect to intellectual property rights governed by United States (or any state's) laws.
14. This IP Security Agreement shall be construed in accordance with and governed by the law of the State of New York without regard to its conflict of laws principles (except as set forth in Section 5-1401 of the New York General Obligations Law).
15. Article 9 of the Loan Agreement is hereby incorporated herein by reference and shall apply to this IP Security Agreement *mutatis mutandis* as though set forth at length herein.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this IP Security Agreement to be executed under seal as of the date first above written.

APICORE LLC


By: 
Print Name: James C Gade
Title: VP

EXHIBIT A
TRADEMARKS

Registrations (All in USA):

<u>Trademark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Date Registered</u>
Apicore	Owned	Serial No. 78/393,715	June 6, 2006

Trademark Applications:

N/A

Licenses or other Contracts to use Trademarks of Other Persons:

N/A

Domain Names:

www.apicore.com

EXHIBIT B

PATENTS and PATENT APPLICATIONS

Registered Owner	Patent Title	Country & Status	Application Number & Date	Grant Number & Date
Apicore LLC	Process for preparation of 5H-dibenzo[a,d] cycloheptene derivatives	US/ Issued	11/609,075	7,446,227 11/4/2008
Apicore LLC	Process for preparation of 5H-dibenzo[a,d] cycloheptene derivatives	US Abandoned	12/138,924	
Apicore LLC	Process for preparation of isosulfan blue	US/ Abandoned	11/747,291	
Apicore LLC	Process for preparation of isosulfan blue	US/ Issued	12/180,057	12/16/2010
Apicore LLC	Process for preparation of isosulfan blue	US/ Abandoned	12/643,056	
Apicore LLC	Process for preparation of isosulfan blue	US/ Non-final rejection mailed 4/11/2014	13/310,019	
Apicore LLC	Process for preparation of isosulfan blue	US/ Non-final rejection mailed 4/11/2014	13/951,034	
Apicore LLC	Process for preparation of isosulfan blue	US/provisional - non-provisional application due 7/24/2014	61/857,876	
Apicore LLC	Process for the preparation of cis-2-methylspiro (1,3-oxathiolane 5-3') quinuclidine	US/ Issued	12/796,308	8,450,487 5/8/2013
Apicore LLC	Cis-2-methylspiro 1, 3-oxathiolane 5-3 quinuclidine	US/repsonse to final rejection filed 4/24/2014	13/873,833	
Apicore LLC	Process for preparing heparinoids and intermediates useful in the synthesis thereof	US/Non-final rejection filed 2/6/2014	13/170,471	
Apicore LLC	Process for preparing saxagliptin and its novel intermediates useful in	US/Notice of allowance mailed 3/6/2014	13/479,975	

Registered Owner	Patent Title	Country & Status	Application Number & Date	Grant Number & Date
	the synthesis thereof			
Apicore LLC		US/Non-provisional application due 5/16/2014/ Abandoned	61/824,070	

EXHIBIT C
COPYRIGHTS

None.

EXHIBIT D

SPECIAL POWER OF ATTORNEY

STATE OF _____)

) ss.:

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, THAT Apicore LLC, a New Jersey limited liability company, with its principal office at 49 Napoleon Court, Somerset, New Jersey, USA 08873 (hereinafter called "**Assignor**") hereby appoints and constitutes _____, as agent (in such capacity, the "**Assignee**"), as its true and lawful attorney under in the Intellectual Property Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "**IP Security Agreement**"), with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor during the continuance of an Event of Default:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any copyrights, copyright applications and registrations, and all reissues, extensions or renewals of the foregoing, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and

deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

4. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

[Signature Page is Next]

This power of attorney is made pursuant to the IP Security Agreement, is subject to the conditions thereof, is coupled with an interest and, accordingly, is irrevocable until the indefeasible payment in full of all "Obligations" (as defined in the IP Security Agreement). Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the IP Security Agreement.

Dated: _____, 2014

APICORE LLC

By: _____

Name:

Title:

Address:

49 Napoleon Court
Somerset, New Jersey
USA 08873

EXHIBIT E

{Begins Next Page}

COLLATERAL ASSIGNMENT FOR SECURITY

Trademarks

WHEREAS, APICORE LLC, a New Jersey limited liability company (herein referred to as "Assignor"), has adopted, used and is using the trademarks and domain names listed on the annexed Schedule 1, which trademarks are registered in, or are the subject of pending applications for registration in, the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor and Knight Therapeutics Inc., as agent (in such capacity, the "Assignee") are parties to that certain Intellectual Property Security Agreement (the "IP Security Agreement") to secure the payment of the Obligations (as defined in the IP Security Agreement);

WHEREAS, pursuant to the IP Security Agreement, Assignor has granted to Assignee a security interest in all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (as further described in the IP Security Agreement, the "Collateral"), to secure the prompt payment and performance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in the Collateral to secure the prompt payment and performance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is:

Knight Therapeutics Inc.
6111 Royalmount Avenue, Suite 102
Montréal (Québec) H4P2T4
Canada

IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment for Security to be duly executed by its officer thereunto duly authorized as of _____, 2014.

APICORE LLC

By: _____

Name:

Title:

Address:

49 Napoleon Court
Somerset, New Jersey
USA 08873

SCHEDULE 1 TO COLLATERAL ASSIGNMENT FOR SECURITY

Trademarks

Registrations (All in USA):

<u>Trademark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Date Registered</u>
Apicore	Owned	Serial No. 78/393,715	June 6, 2006

Trademark Applications:

N/A

Licenses or other Contracts to use Trademarks of Other Persons:

N/A

Domain Names:

www.apicore.com