PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5291340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ARGENTUM HOLDINGS, LLC	12/19/2018
SILVERGATE PHARMACEUTICALS, INC.	12/19/2018

RECEIVING PARTY DATA

Name:	WHITE OAK HEALTHCARE FINANCE, LLC, AS ADMINISTRATIVE AGENT
Street Address:	900 THIRD AVENUE, 18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	15805934
Application Number:	15802341
Application Number:	15850732
Application Number:	15433743
Application Number:	15483691
Application Number:	15613622
Application Number:	15081603
Application Number:	15268095
Application Number:	14934752
Application Number:	13914452
Application Number:	13670355
Application Number:	16003994
Application Number:	15726901

CORRESPONDENCE DATA

Fax Number: (404)443-5599

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.

Phone: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name:	CAROL FRASER, PARALEGAL
Address Line 1:	1230 PEACHTREE STREET, NE
Address Line 2:	MCGUIRE WOODS LLP
Address Line 4:	ATLANTA, GEORGIA 30309-3534

ATTORNEY DOCKET NUMBER:	2071526.0014 - SILVERGATE
NAME OF SUBMITTER:	CAROL FRASER
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	12/19/2018

Total Attachments: 7
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PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of December 19, 2018 (this "Agreement"), is made by **ARGENTUM HOLDINGS, LLC**, a Delaware limited liability company ("Argentum"), and **SILVERGATE PHARMACEUTICALS, INC.**, a Delaware corporation (the "Company", and together with Argentum, "Grantors"), in favor of **WHITE OAK HEALTHCARE FINANCE, LLC** ("White Oak"), as administrative agent for the Lenders referred to below (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for all Lenders (as defined in the Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 19, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantors, the other Borrowers (as defined in the Loan Agreement) from time to time party thereto, the Subsidiaries of Borrowers from time to time party thereto as Guarantors (as defined in the Loan Agreement), the Lenders (as defined in the Loan Agreement) from time to time party thereto, and Administrative Agent, Lenders have agreed to make extensions of credit to the Borrowers (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has granted, pursuant to the Loan Agreement, to Administrative Agent a security interest in all of such Grantor's Intellectual Property (as defined in the Loan Agreement) other than Excluded Property (as defined therein); and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver this Agreement to Administrative Agent, for itself and the ratable benefit of the Lenders, in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce Administrative Agent and Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in **Section 1.02** of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants, pledges, and collaterally assigns to Administrative Agent, for itself and the ratable benefit of the Lenders, and grants to Administrative Agent, for itself and the ratable benefit of the Lenders, a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under any and all of the following Collateral of such Grantor now owned or hereafter acquired or arising (collectively, "Intellectual Property Collateral"), provided that the Intellectual Property Collateral shall not include the Excluded Property (as defined in the Loan Agreement):

(a) (i) all issued or granted or registered patents in the United States, all utility models, and patent applications (whether filed or unfiled) in the United States; and (ii) all reissues, continuations, continuations-in-part, divisionals, reexaminations, substitutions or extensions thereof, now owned or hereafter acquired or arising, including without limitation, the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "**Patents**");

(b) all rights under any written agreement now owned or hereafter acquired by such Grantor (or in which such Grantor has rights or the power to transfer rights to a secured party) granting any right with respect to any invention on which a Patent is in existence;

(c) (i) all trademarks, trade names, corporate names, business names, trade dress, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, including without limitation, those set forth on Exhibit B attached hereto; (ii) all reissues, extensions or renewals thereof; and (iii) all Goodwill (as defined in the Loan Agreement) associated with or symbolized by any of the foregoing (collectively, the "**Trademarks**");

(d) all rights under any written document now owned or hereafter acquired by such Grantor (or in which such Grantor has rights or the power to transfer rights to a secured party) granting any right to use any Trademark or Trademark registration; and

(e) all accessions to, substitutions for, and all replacements, products and Proceeds (in whatever form or nature) of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Exhibit A or B hereto, or for injury to the goodwill associated with any Trademark.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in furtherance of and in conjunction with, and not in limitation of, the security interest granted to Administrative Agent, for itself and the ratable benefit of the Lenders, pursuant to the Loan Agreement and Grantors and Administrative Agent hereby acknowledge and agree that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is not intended to modify the applicable terms and conditions of the Loan Agreement and to the extent of any conflict, the Loan Agreement shall control.

Section 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or in "pdf" format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.

[*SIGNATURE PAGES FOLLOW*]

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

Very truly yours,

ARGENTUM HOLDINGS, LLC,
a Delaware limited liability company
as a Grantor

By: ______________________________
Name: Barry Barnard
Title: Chief Financial Officer

SILVERGATE PHARMACEUTICALS, INC., a Delaware corporation
as a Grantor

By: ______________________________
Name: Barry Barnard
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

WHITE OAK HEALTHCARE FINANCE, LLC,
as Administrative Agent

By: ______________________
Name: Jason Dufour
Title: Managing Director

PATENT
REEL: 047815 FRAME: 0621

EXHIBIT A

Patents

Patent Number	Title	Application Number	Application Date	Publication Date
US10039800	Lisinopril formulations	15805934	2017-11-07	2018-08-07
US10039745	Enalapril formulations	15802341	2017-11-02	2018-08-07
US9968553	Enalapril compositions	15850732	2017-12-21	2018-05-15
US9855214	Enalapril compositions	15433743	2017-02-15	2018-01-02
US9814751	Lisinopril formulations	15483691	2017-04-10	2017-11-14
US9808442	Enalapril formulations	15613622	2017-06-05	2017-11-07
US9669008	Enalapril formulations	15081603	2016-03-25	2017-06-06
US20170119840	LISINOPRIL FORMULATIONS	15268095	2016-09-16	2017-05-04
US9616096	Lisinopril formulations	15268095	2016-09-16	2017-04-11
US9463183	Lisinopril formulations	14934752	2015-11-06	2016-10-11
US8778366	Enalapril compositions	13914452	2013-06-10	2014-07-15
US8568747	Enalapril compositions	13670355	2012-11-06	2013-10-29
US20180289669	ENALAPRIL FORMULATIONS	16003994	2018-06-08	2018-10-11
US20180098978	AMLODIPINE FORMULATIONS	15726901	2017-10-06	2018-04-12

EXHIBIT B

Trademarks

Hit No.	Citation	Source	Image	Owner Name	Class	Application Number	Registration Number	Status
US-1	QBRELIS	USPTO	QBRELIS	ARGENTUM HOLDINGS, LLC	5	**App** 86934764	**Reg** 5192589	Registered
US-2	XATMEP	USPTO	XATMEP	ARGENTUM HOLDINGS, LLC	5	**App** 86934766	**Reg** 5324671	Registered
US-3	EPANED **Cross References:** E PANED	USPTO	EPANED	ARGENTUM HOLDINGS, LLC	5	**App** 85912701	**Reg** 4512492	Registered
US-7	SILVERGATE **Cross References:** SILVER GATE	USPTO	Silvergate	SILVERGATE PHARMACEUTICALS, INC.	5	**App** 85135713	**Reg** 4564423	Registered