

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Medivance, Inc.		06/12/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank, Collateral Agent
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: CALIFORNIA

Name:	Oxford Finance Corporation, as a Lender
Street Address:	33 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3563719	MEDIVANCE
Registration Number:	2764777	ARCTIC SUN
Registration Number:	2935887	MAKE TIME STAND STILL

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 703-415-1555  
 Email: mail@specializedpatent.com

Correspondent Name: Christopher E. Kondracki  
Address Line 1: 1501 Wilson Boulevard  
Address Line 2: Suite 510  
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	9060805
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	08/12/2009

Total Attachments: 9  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 12, 2009 by and among **SILICON VALLEY BANK**, a California corporation with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, Colorado 80021 ("**SVB**"), as collateral agent and administrative agent (the "**Collateral Agent**"), and the Lenders listed on Schedule 1.1 to the Loan Agreement (as hereinafter defined) and party thereto (the "**Lenders**"; the Lenders and the Collateral Agent are referred to herein collectively as the "**Credit Parties**"), including without limitation, **SVB** and **OXFORD FINANCE CORPORATION**, a Delaware corporation ("**OXFORD**") and **MEDIVANCE, INC.**, a Delaware corporation ("**Grantor**").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Credit Parties and Grantor dated May 29, 2008 as amended by a First Loan Modification Agreement dated as of June 12, 2009 (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Credit Parties a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Credit Parties 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 (as defined in the Loan Agreement).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

A. To secure its obligations under the Loan Agreement, Grantor grants and pledges to the Credit Parties a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, 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, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

B. If any Intellectual Property Collateral is sold, transferred or otherwise disposed of by Grantor in a transaction permitted, with the consent of the Lenders, by the terms of the Loan Agreement, then the Credit Parties, at the request and sole expense of Grantor, shall promptly execute and deliver to Grantor any releases or other documents and take such other actions reasonably necessary for the release of the liens and security interest created hereby or by any other Loan Document on such sold, transferred or otherwise disposed of Intellectual Property Collateral. This security interest is granted in conjunction with the security interest granted to the Credit Parties under the Loan Agreement. The rights and remedies of the Credit Parties 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 the Credit Parties as a matter of law or equity. Each right, power and remedy of the Credit Parties 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 the Credit Parties 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 the Credit Parties, of any or all other rights, powers or remedies.

[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:

MEDIVANCE, INC.

By [Signature]  
Name: EMILY HOLTZMAN  
Title: VP, CFO

CREDIT PARTIES:

SILICON VALLEY BANK, as Collateral Agent and as a Lender

By [Signature]  
Name: Bret J. Turner  
Title: Relationship Manager

OXFORD FINANCE CORPORATION, as a Lender

By [Signature]  
Name: John G. Henderson  
Title: Vice President & General Counsel

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Shivering suppression during cooling to lower body temperature	10405301	04/02/03
Localized Bodily Cooling/Heating apparatus and Method	6461379/09845843	04/30/01
Male Connector in a Patient Temperature Control System	D487148/29165357	08/08/02
Apparatus and Method for Cooling Liquid in Intravascular Cooling System	11737036	04/18/07
Sorption-based adhesive Contact Cooling Apparatus and Method	12101610	04/11/08
System and Method for Patient Temperature Control	12250320	10/13/08
Patient Temperature Response Control System and Method	12272643	11/17/08
Method and Apparatus for Providing Localized Heating of the Preoptic Anterior Hypothalamus	6188930/09392971	09/09/99
Cooling/Heating Pad and System	6197045/09225070	01/04/99
Patient Temperature Control System with Make-up Fluid Supply	6620187/09976428	10/11/01
Patient Temperature Control System with Fluid Pressure Maintenance	6645232/09976198	10/11/01
Enhanced Medical Thermal Energy Exchange Pad	6648905/10087534	02/27/02
Patient Temperature Control System with Fluid Preconditioning	6660027/09976178	10/11/01
Medical Thermal Energy Exchange Pad	6669715/10087533	02/27/02
Patient Temperature Control System	6692518/10087630	02/27/02
Patient Temperature Control System with Fluid Temperature Response	6699267/09976197	10/11/01
Temperature Control Pads with Integral Electrodes	6799063/10087389	02/27/02



Patient Temperature Control System Connector Apparatus	6802855/10215302	08/08/02
Patient Temperature Control System with Fluid Temperature Response	6818012/10233843	09/03/02
Patient Temperature Control System	68277728/10215116	08/08/02
Patient Temperature Repeating System and Method	6921198/10460069	06/12/03
Method and Apparatus for Providing Non-Invasive Ultrasound Heating of the Preoptic Anterior Hypothalamus	7044960/10666902	09/17/03
Medical Back Pad	D471987/29156502	02/27/02
Medical Back Pads with Fluid Connectors	D472322/29156498	02/27/02
Medical Back Pad with Fluid Connector	D474544/29156508	02/27/02
Medical Back Pad Fluid Pathway Layer	D483125/29156503	02/27/02
Male Connector in a Patient Temperature Control System	D487147/29165347	08/08/02
Female Connector in a Patient Temperature Control System	D492773/29165348	08/08/02
Shivering Suppression During Cooling to Lower Body Temperature	10405301	04/02/03
Cooling/Heating Pad and System	6375674/09476850	01/03/00
Active Body Cooling with Vasodilation to Reduce Body Temperature	7361186/10926279	08/25/04

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application/ <u>Number</u>	Registration/ Application <u>Date</u>
Medivance	3563719	01/20/09
Arctic Sun	2764777	09/16/03
Make Time Stand Still	2935887	03/29/05

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

1146267.2