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- Security Agreement
- License
- Change of Name
- Merger
- Other (Specify)  
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  Departmental File
  Secret File

Conveying Party(ies)

Name (line 1) Pharming Intellectual Property BV
Name (line 2)

Second Party

Name (line 1)
Name (line 2)

Receiving Party

Name (line 1) Biogen, Inc.
Name (line 2)

Address (line 1) 14 Cambridge Center
Address (line 2)
Address (line 3) Cambridge MA 02142

Domestic Representative Name and Address

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

FOR OFFICE USE ONLY

09/28/1998 MGGUYEN 00000281 022327 08322356
01 FC1581 120.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 9463 FRAME: 0419
Correspondent Name and Address

Name: Patent Administrator

Address (line 1): Biogen, Inc.
Address (line 2): 14 Cambridge Center
Address (line 3): Cambridge, MA 02142
Address (line 4): 

Pages
Enter the total number of pages of the attached conveyance document including any attachments. # 4

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER both numbers for the same property).

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If this document is being filed together with a new Patent Application, enter the date the patent application was filed:

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Patent Cooperation Treaty (PCT)
Enter PCT application number only if a U.S. Application Number has not been assigned.

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Fee Amount for Properties Listed (37 CFR 3.41): $ 120.00

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Alphonse R. Noé
Name of Person Signing

[Signature]

September 16, 1998
Date
SECURITY AGREEMENT

This Security Agreement is made by Pharming Intellectual Property BV ("PIP") having a place of business at Niels Bohrweg 11-13, 2333 CA Leiden, The Netherlands, in favor of Biogen, Inc. ("Biogen") having a place of business at 14 Cambridge Center, Cambridge, Massachusetts 02142.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Assignment Agreement, of December 22, 1994, between Gene Pharming, Europe BV, Biogen and GenPharm International (the "Assignment Agreement").

1. **Recitals.** PIP is the owner of all right, title and interest, in and to the patents and patent applications listed and described in Schedule A attached hereto ("the Biogen Patents"). Biogen, for the benefit of itself, its successors and assigns, subject to the terms and agreements contained herein, wishes to acquire a security interest in the Biogen Patents as security for the performance by PIP of all of its obligations under the Assignment Agreement (the "Obligations").

2. **Security Interest.** PIP does hereby grant to Biogen a security interest in the Biogen Patents, all claims for damage by reason of infringement of any such Biogen Patent, and any and all proceeds of the Biogen Patents including personal property purchased with cash proceeds. The security interest hereby granted shall secure the Obligations.

3. **Further Assurances.** PIP hereby agrees to execute and sign, without further consideration, any other legal document and to do all other acts that may be appropriate and may reasonably be deemed necessary by Biogen fully to secure to Biogen its interests as aforesaid in and to said Biogen Patents. PIP further covenants and agrees that it will at any time upon request communicate to Biogen, its successors, assigns or other legal representatives, any facts known to it relating to the status of the Biogen Patents.

4. **Encumbrances.** PIP does hereby covenant for itself and its legal representatives that it has not previously assigned, mortgaged or permitted any lien or encumbrance to exist with respect to any Biogen Patent or granted any license to use the same outside of the ordinary course of business, and that in connection therewith PIP will not henceforth assign, encumber nor execute any Instrument to that effect without the prior written consent of Biogen.

5. **Use of Collateral.** Until PIP shall be in default under Section 6 hereof, PIP may exercise any and all rights with respect to the Biogen Patents, including the right to pursue and enforce any and all claims for damage by reason of infringement of the Biogen Patents.

6. **Default.** PIP shall be in default hereunder upon the occurrence and during the continuation of any Default under the Assignment Agreement or upon default
by PIP in the performance of any covenant or condition contained herein. Notice of the
time and place of any public sale, or of the date after which a private sale of the
collateral granted to Biogen hereby, shall be deemed reasonable if given at least seven
days before the date of any public sale or the date after which a private sale shall take
place. Biogen may deduct from the proceeds of any such sale its costs and expenses
of taking, holding and selling such collateral, including its reasonable attorneys' fees.

IN WITNESS WHEREOF, PIP acting through its duly authorized officer has hereunto
set his hand and seal this ___ day of ___, 1998.

By: _________________________________

Name: GEORGE J. M. HERSZACH

Title: CHAIRMAN BIOD

F. Preller

Managing Director

State of _________________________________

Country of _______________________________

Then personally appeared the above-named __________________ to me known
and known to me to be the person who executed the foregoing Instrument, and
acknowledged it to be his free act and deed, before me, this ______ day of
__________, 1998.

Notary Public
My Commission Expires:

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W = Withdrawn
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