

09-13-2004

9-8-04

Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

102770477

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Reliant Pharmaceuticals, Inc.
110 Allen Road
Liberty Corner, NJ 07938

Execution Date(s) September 3, 2004

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston

Internal Address: Attention: Agency Group

Street Address: 11 Madison Avenue

City: New York

State: New York

Country: U.S.A. Zip: 10010

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/198271

B. Patent No.(s)

4375547, 4466972, 4567271, 4945114, 5681588

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Christina McClure

Internal Address:

Street Address: Latham & Watkins LLP

Sears Tower, 233 S. Wacker Drive, Suite 5800

City: Chicago

State: Illinois

Zip: 60606

Phone Number: 312/876-8557

Fax Number: 312/993-9767

Email Address: christina.mcclure@lw.com

6. Total number of applications and patents involved:

6

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 240.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

September 3, 2004

Date

Christina McClure

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT made as of this 3rd day of September, 2004 (the "Agreement").

By and among:

The Company (as defined herein),
Grantors (as defined herein)
-and-
Collateral Agent (as defined herein)

WHEREAS, in accordance with the **PLEDGE AND SECURITY AGREEMENT** dated as of September 3, 2004 (the "**Pledge and Security Agreement**"), among Reliant Pharmaceuticals, Inc. (the "**Company**") or any Additional Grantor (each, a "**Grantor**"), and Credit Suisse First Boston ("**CSFB**"), as collateral agent for the Secured Parties (together with its permitted successors in such capacity as the collateral agent, the "**Collateral Agent**") and with reference to that certain Credit Agreement, dated as of September 3, 2004 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Company, the lenders party thereto from time to time (the "**Lenders**"), Goldman Sachs Credit Partners L.P., as joint Lead Arranger and Syndication Agent, and CSFB, as joint Lead Arranger, Administrative Agent and as Collateral Agent, the Grantors have agreed to grant to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in, among other things, the Patents (as defined herein).

NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

- A. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Pledge and Security Agreement. As used herein, the following terms shall have the following meanings:

"**Patents**" means all of the issued United States patents and pending United States patent applications listed on Schedule I.


- B. As security for the prompt and complete payment or performance in full when due, whether at stated maturity, by mandatory prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all of the Secured Obligations with respect to every Grantor, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of the Patents.
- C. This Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations and does not create an ownership interest of the Collateral Agent in the Patents. Upon termination of the Pledge and Security Agreement, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantors or a Grantor, as the case may be, an instrument in writing releasing the security interest in the Patents acquired under this Agreement. Additionally, upon such satisfaction, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the

release and/or termination of this Agreement and any security interest in, to or under the subject collateral.

- D. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for the benefit of the Secured Parties under the Pledge and Security Agreement. The Pledge and Security Agreement (and all rights and remedies of the Collateral Agent and Secured Parties) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Collateral Agent and Secured Parties with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference.
- E. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RELIANT PHARMACEUTICALS, INC.

By: 
Name: A. STEVEN FRANCHAK
Title: VICE PRESIDENT, FINANCE

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands branch,
as the Collateral Agent

By: _____
Name:
Title:

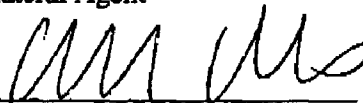
By: _____
Name:
Title:

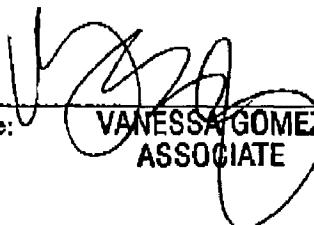
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RELIANT PHARMACEUTICALS, INC.

By: _____
Name:
Title:

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands branch,
as the Collateral Agent

By: 
Name: ROBERT HETU
Title: DIRECTOR

By: 
Name: VANESSA GOMEZ
Title: ASSOCIATE

SCHEDULE I
PATENTS

<u>Issued US Patent Number</u>	<u>Name of Patent</u>
4,375,547	N-Methyl-N'-2-([2-Dimethylaminomethyl)-4-Thiazolyl]Methylthio) Ethyl 2-Nitro-1, 1-Ethenediamine
4,466,972	Benzoxadiazoles and Benzothiadiazoles, their preparation and pharmaceutical compositions containing them
4,567,271	Benzoxadiazoles and Benzothiadiazoles
4,945,114	Therapeutic agents containing enantiomers of propafenone
5,681,588	Delayed release microtablet of beta-phenylpropiophenone derivatives
<u>US Patent Application Number</u>	<u>Name of Patent Applied For</u>
10/198271	Liquid pharmaceutical composition