

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ViroPharma Incorporated	11/09/2004

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	One Federal Street
Internal Address:	3rd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	4885275
Patent Number:	5037652

CORRESPONDENCE DATA

Fax Number: (215)981-4750

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2159814194

Email: kennedyp@pepperlaw.com

Correspondent Name: Paul J. Kennedy

Address Line 1: 18th and Arch Streets

Address Line 2: 3000 Two Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

NAME OF SUBMITTER:

Paul J. Kennedy

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated November 9, 2004, is made by ViroPharma Incorporated, a Delaware corporation (the "Grantor") in favor of U.S. Bank National Association, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor has entered into an Indenture dated as of October 18, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Bridge Indenture"), with US Bank National Association, as Trustee, pursuant to which the Grantor has authorized the issuance of 10% Senior Secured Bridge Notes due 2005 (the "Bridge Notes"). Upon the fulfillment of certain conditions set forth in the Bridge Indenture, the Bridge Notes shall automatically be exchanged for Grantor's 6% Convertible Senior Secured Notes due 2009 (as they may hereafter be amended, amended and restated, supplemented, or otherwise modified from time to time, the "2009 Notes," and together with the Bridge Notes, collectively, the "Notes") issued pursuant to an Indenture entered into between Grantor and Trustee, dated as of October 18, 2004 (as it may hereafter be amended, amended and restated, supplemented, or otherwise modified from time to time, the "2009 Indenture," and together with the Bridge Indenture, each an "Indenture" and collectively the "Indentures"). Terms defined in the Indentures and the Security Agreement (as defined herein) and not otherwise defined herein are used herein as defined in the Indentures and the Security Agreement.

WHEREAS, the Grantor has executed and delivered that certain Security Agreement dated November 9, 2004 made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. **Grant of Security.** The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- a. the patents and patent applications set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof (the "Patents");
- b. the trademark and service mark registrations and applications set forth in Schedule B hereto and all renewals thereof (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- c. all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses, as set forth in Schedule C hereto (the "Copyrights");
- d. all other rights in the foregoing of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Indentures and the Notes, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

4. Execution in Counterparts. This IP Security 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 agreement.

5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VIROPHARMA INCORPORATED

By 

Name: Michel de Rosen

Title: President and Chief Executive Officer

Address for Notices:

397 Eagleview Boulevard

Exton, Pennsylvania 19341

Fax: (610) 458-7380

Attention: General Counsel

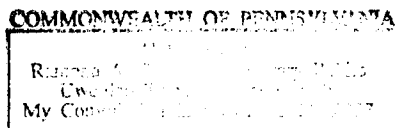
COMMONWEALTH OF PENNSYLVANIA

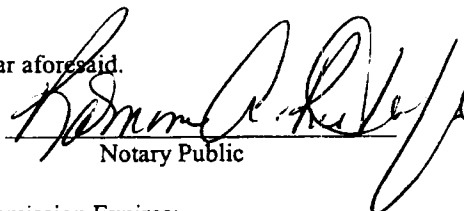
COUNTY OF 

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: ss.
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On the 9th day of November, 2004, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Michel de Rosen, who acknowledged himself to be the President and Chief Executive Officer of ViroPharma Incorporated, and that he, as such officer, being authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer, and desired that this Intellectual Property Security Agreement be recorded as such.

WITNESS my hand and seal the day and year aforesaid.




Notary Public

My Commission Expires:

[signature page to IP Security Agreement]

SCHEDULE A

PATENTS

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
ViroPharma Incorporated	Vancomycin-HCL Solutions and Lyophilization Thereof	United States	4,885,275	07/109,885	10/15/87	12/05/89
ViroPharma Incorporated	Vancomycin Precipitation Process	United States	5,037,652	07/315,751	02/27/89	08/06/91

SCHEDULE B
TRADEMARKS

<u>Grantor</u>	<u>Trademark/ Trade Dress</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
ViroPharma Incorporated	Vancocin (vancomycin hydrochloride)	United States	VANCOCIN	683928	08/25/59

SCHEDULE C

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NONE