

04-21-2005

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RECORDATION

102986568

PATENT & TRADEMARK OFFICE

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)

Reliant Pharmaceuticals, Inc.

2. Name and address of receiving party(ies)

Name: The Bank of New York

Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 13, 2005

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 600 E. Las Colinas Blvd.

City: Irving

State: TX

Country: US Zip: 75039

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; 10/315580; 10/481835

B. Patent No.(s)

4,375,547; 4,466,972; 4,567,271; 4,945,114; 5,681,588;
6,184,376; 6,613,936; 4,798,833; 5,036,071; 5,284,837;
5,565,461; 5,565,617

Additional numbers attached? ☐ Yes ☒ No

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

Name: Victor Chiu

Internal Address: Cleary Gottlieb Steen & Hamilton LLP

Street Address: One Liberty Plaza

City: New York

State: NY Zip: 10006

Phone Number: 212-225-2806

Fax Number: 212-225-3999

Email Address: _____

6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 600

☐ 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

April 15, 2003

Date

04/20/2005 DBYRNE 00000180 10198271

01 FC:8021

600.00 00 Victor Chiu

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 016460 FRAME: 0713

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT made as of this 13th day of April, 2005 (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 April 13, 2005 (the "**Pledge and Security Agreement**"), among Reliant Pharmaceuticals, Inc. (the "**Company**") or any Additional Grantor (each, a "**Grantor**"), and The Bank of New York ("**BONY**"), 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 First-Lien Loan and Guaranty Agreement, dated as of April 13, 2005 (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 Lender, Lead Arranger, Sole Bookrunner and Syndication Agent, and BONY, as Administrative Agent and 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:

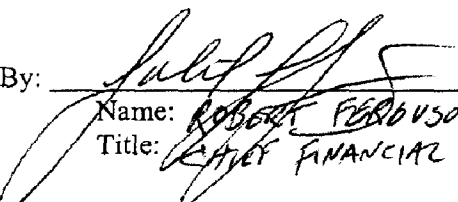
- A. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Pledge and Security Agreement.
- B. As security for the prompt and complete payment or performance in full when due, whether at stated maturity, by mandatory prepayment, 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 (including, without limitation, those applications and registrations listed on Schedule I attached hereto).
- 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 and at the expense of the Grantors, 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.

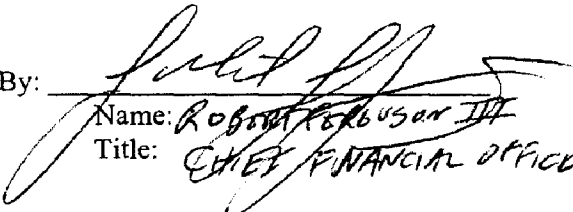
[SIGNATURES ON FOLLOWING PAGES]

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: ROBERT FERGUSON III
Title: CHIEF FINANCIAL OFFICER

RP SUB NO. 1, INC.

By: 
Name: ROBERT FERGUSON III
Title: CHIEF FINANCIAL OFFICER

THE BANK OF NEW YORK,
as the Collateral Agent

By: *Francis B. Casanova, II*
Name: **Francis B. Casanova, II**
Title: **Vice President**

SCHEDULE I

Patents

Axid – Assigned

US Patent No.

4,375,547

Axid Oral Solution – Owned

Serial No. 10/198271 (Filed July 17, 2002)

DynaCirc – Assigned

US Patent No.

4,466,972

4,567,271

Rythmol SR – Assigned

US Patent No.

4,945,114

5,681,588

Synthesis

US Patent No.

6,184,376

6,613,936

Serial No. 10/315580 (Filed December 19, 2002; Allowed – issue fee due June 17, 2004)

Serial No. 10/481,835 (Filed December 23, 2003)

Metabolite H2G

US Patent No.

4,798,833

5,036,071

5,284,837

5,565,461

5,565,617