

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant Of A Security Interest in Grantor's (Debtor's) License Rights to Grantee (Secured Party)
CONVEYING PARTY DATA	
Name	Execution Date
Guardian II Acquisition Corporation	11/25/2008
RECEIVING PARTY DATA	
Name:	U.S. Bank National Association, in its capacity as collateral agent
Street Address:	One Federal Street, 3rd Floor
Internal Address:	Attention: Alison D.B. Nadeau
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	4800079
Patent Number:	4961890
Patent Number:	7101574
Application Number:	10677861
CORRESPONDENCE DATA	
Fax Number:	(646)728-2536
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-596-9156
Email:	courtney.scanlon@ropesgray.com
Correspondent Name:	Courtney Scanlon
Address Line 1:	1211 Avenue of the Americas
Address Line 2:	Ropes & Gray LLP
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	CRIH-080

CH \$160.00 4800079

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PATENT  
REEL: 021890 FRAME: 0862

NAME OF SUBMITTER:

Courtney Scanlon

Total Attachments: 10

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## PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of November 25, 2008, by Guardian II Acquisition Corporation (the "Grantor"), in favor of U.S. Bank National Association, as collateral agent (the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Collateral Agent has requested the Grantor execute and deliver this Patent Security Agreement;

NOW, THEREFORE, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent for its benefit and the benefit of the Noteholders, a security interest in and to all of its right, title and interest in, to and under all the following property:

(a) Patents (including patent applications) of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 14 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the

Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control; provided, that, in the event of a conflict between the terms of the Indenture and this Patent Security Agreement with respect to the duties and obligations of the Collateral Agent, the terms of the Indenture shall govern and control.

[Signature pages follow.]

GUARDIAN II ACQUISITION CORPORATION

By: 

Name: Steven M. Rauscher

Title: President

U.S. BANK NATIONAL ASSOCIATION  
as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

[Patent Security Agreement]

GUARDIAN II ACQUISITION CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION  
as Collateral Agent

By:   
Name: Alison B. Kadesu  
Title: Vice President

[Patent Security Agreement]

Schedule I  
to  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS**

**Patents:**

Country	Application No.	Patent No. or (Publication No.)	Date Issued or (Publication Date)	Owner/Licensors
US	07/083,409	4,800,079	01/24/1989	Ethypharm
US	07/256,836	4,961,890	10/09/1990	Ethypahrm
US	10/030,262	7,101,574	09/05/2006	Ethypharm
US	10/677,861	2004-0137055	07/15/2004	Ethypharm
US	11/111,971	2006-0083783	04/20/2006	Guardian II Acquisition Corporation
US	07/299,073	4,895,726	01/23/1990	Fournier Industrie Et Sante
US	09/005,128	6,074,670	06/13/2000	Laboratories Fournier S.A.
US	09/572,330	6,277,405	08/21/2001	Laboratories Fournier S.A.
US	10/126,875	6,589,552	07/08/2003	Laboratories Fournier S.A.
US	10/288,425	6,652,881	11/25/2003	Laboratories Fournier S.A.

SRV: 081145370

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Michael Newell 212-841-8867

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b - do not abbreviate or combine names)

1a. ORGANIZATION'S NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
OR		1b. INDIVIDUAL'S LAST NAME		1c. TYPE OF ORGANIZATION		1d. JURISDICTION OF ORGANIZATION	
Guardian II Acquisition Corporation		Corporation		Delaware		4192216	
2a. MAILING ADDRESS		CITY		STATE		POSTAL CODE	
1000 Winter Street, Suite 2200		Waltham		MA		02451	
2b. SEE INSTRUCTIONS		3a. TYPE OF ORGANIZATION		3b. ORGANIZATION'S ID #, if any		3c. ORGANIZATION'S ID #, if any	
DEBTOR		Corporation		Delaware		4192216	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b - do not abbreviate or combine names)

2a. ORGANIZATION'S NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
OR		2b. INDIVIDUAL'S LAST NAME		2c. TYPE OF ORGANIZATION		2d. JURISDICTION OF ORGANIZATION	
2e. MAILING ADDRESS		CITY		STATE		POSTAL CODE	
2f. SEE INSTRUCTIONS		3a. TYPE OF ORGANIZATION		3b. ORGANIZATION'S ID #, if any		3c. ORGANIZATION'S ID #, if any	
DEBTOR		Corporation		Delaware		4192216	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR'S SP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
OR		3b. INDIVIDUAL'S LAST NAME		3c. TYPE OF ORGANIZATION		3d. JURISDICTION OF ORGANIZATION	
US Bank National Association, in its capacity as collateral agent		Corporation		Delaware		4192216	
3e. MAILING ADDRESS		CITY		STATE		POSTAL CODE	
One Federal Street, 3rd Fl; Attn: Alison D.B. Nadeau		Boston		MA		02110	

4. THIS FINANCING STATEMENT covers the following collateral:

All Assets of the Debtor, whether now existing or hereafter acquired and wherever located, together with all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing including, without limitation, Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSOR/LESSEE	CONSIGNEE/CONSIGNEE	BALEE/BALOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT is to be filed for record (or record) in the PUBLIC RECORDS of the State of Delaware	7. Check or REQUEST SEARCH REPORT (fill in Debtor's)	8. Debtor's	9. Debtor's	10. Debtor's	11. Debtor's	12. Debtor's
B. OPTIONAL PREVIOUS REFERENCE DATA						

DE Secretary of State/Second Lien/CR111-080

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

DELETED AT 12:10:00 PM 02/25/2009



EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: Guardian II Acquisition Corporation  
1000 Winter Street, Suite 2200  
Waltham, MA 02451

Secured Party: U.S. Bank National Association, in its capacity as collateral agent  
100 Wall Street, Suite 1600,  
New York, NY 10005

Collateral:

All of the following property of the Debtor, whether now or hereinafter existing or acquired, whether tangible or intangible and wherever the same may be located (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Instruments;
- (e) all General Intangibles (including all Payment Intangibles, Intellectual Property, Out-License Agreements and Material Contracts and all Patents, trademarks and copyrights);
- (f) all Goods (including all Inventory and all Equipment);
- (g) all Investment Property;
- (h) all Supporting Obligations;
- (i) all Documents (including all warehouse receipts and bills of lading);
- (j) all Commercial Tort Claims;
- (k) all Fixtures; and
- (l) all Proceeds and products of any and all of the foregoing.

Each item of Collateral listed in this definition that is defined in Article 8 or Article 9 of the UCC shall have the meaning set forth in the UCC.

As used herein, the following terms have the meanings indicated:

"In-License Agreements" shall have the meaning set forth in the definition of Material Contract.

"Intellectual Property" shall mean all proprietary information; trade secrets; know-how; confidential information; inventions (whether patentable or unpatentable and whether or not reduced to practice or claimed in a pending patent application) and improvements thereto; Patents; registered or unregistered trademarks, trade names, service marks, including all goodwill associated therewith; registered and unregistered copyrights and all applications thereof; in each case that are owned, controlled by, issued to, licensed to, licensed by or hereafter acquired by or licensed by the Debtor (including, without limitation, those items in Annex A hereto, in each case, which are owned, controlled by, issued to, licensed to or licensed by the Debtor or any of its affiliates).

"Material Contract" shall mean any contract, agreement or other arrangement to which either the Debtor or any of its Subsidiaries is a party or any of the Debtors's or its subsidiaries' respective assets or properties are bound or committed pursuant to which an assignor is granted a license to Intellectual Property covering the Product (each an "In-License Agreement") or pursuant to which the Product is packaged.

"Out-License Agreements" shall mean any existing or future license, development, commercialization, co-promotion, collaboration, distribution, manufacturing, marketing or partnering agreement entered into by the Debtor or any of its affiliates relating to the Product pursuant to which the Debtor or any of its affiliates grant a license to distribute or sell the Product, in the United States of America, its territories and possessions.

"Patents" shall mean all patents, patent rights, patent applications, patent disclosures and invention disclosures issued or filed, together with all reissues, divisions, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, in each case which are owned, controlled by, issued to, licensed to or licensed by the Debtor (including, without limitation, those identified in Annex A hereto, in each case, which are owned, controlled by, issued to, licensed to or licensed by the Debtor or any of its affiliates).

"Product" shall mean any product used for treating patients with hypercholesterolemia, mixed with dyslipidemia or hypertriglyceridemia which includes: (i) the formulation of fenofibrate, known as 2-[4-(4-chlorobenzyl) phenoxy]-2-methyl-propanoic acid, 1-methylethyl ester; or (ii) any formulation, reformulation or line extension containing fenofibrate as an active ingredient, or any derivative or closely related analogs of fenofibrate (including but not limited to any stereoisomers, either separated or combined, any hydrates, any polymorphs, any salts, any solvates and any crystal forms) approved by the United States Federal Drug Association as monotherapy or in combination with any other pharmaceutical substance that is made,

developed, sold, offered for sale, distributed, marketed or promoted by the Debtor, its affiliates or licensees.

"UCC" shall mean the Uniform Commercial Code, as in effect on the date of this Agreement in the State of New York.

ANNEX A  
Intellectual Property

PATENTS

Country	Application No.	Patent No. or (Publication No.)	Date Issued or (Publication Date)	Owner/Licensors
US	07/583,409	4,800,679	01/24/1989	Ethyparm
US	07/256,836	4,961,899	10/09/1990	Ethyparm
US	10/030,262	7,101,574	09/05/2006	Ethyparm
US	10/677,861	2004-0137053	07/13/2004	Ethyparm
US	11/111,971	2006-0083783	04/20/2006	Guardian II Acquisition Corporation
US	07/299,073	4,895,726	01/23/1990	Fournier Industrie El Santo
US	09/005,128	6,074,670	06/13/2000	Laboratories Fournier S.A.
US	09/572,330	6,277,405	08/21/2001	Laboratories Fournier S.A.
US	10/126,875	6,589,552	07/08/2003	Laboratories Fournier S.A.
US	10/288,425	6,652,831	11/25/2003	Laboratories Fournier S.A.

TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Goods/Class
ANTARA	3101801	06/06/2006	78/433786	06/11/2004	5

DOMAIN NAMES

Domain Name	Registration Date	Expiration Date
www.antararx.com	December 21, 2004	December 21, 2007

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