

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Second Lien IP Security Agreement
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**CONVEYING PARTY DATA**

Name	Execution Date
Bioniche Teoranta	12/16/2008

**RECEIVING PARTY DATA**

<b>Name:</b>	Roundtable Healthcare Capital Partners, L.P.,
<b>Street Address:</b>	272 East Derpath Road
<b>Internal Address:</b>	Suite 304
<b>City:</b>	Lake Forest
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60045

<b>Name:</b>	Roundtable Healthcare Capital Investors, L.P.
<b>Street Address:</b>	272 East Deerpath Road
<b>Internal Address:</b>	Suite 304
<b>City:</b>	Lake Forest
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60045

**PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	5019583
Patent Number:	5466700
Patent Number:	5866591
Patent Number:	5599938

**CORRESPONDENCE DATA**

Fax Number: (312)861-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-861-2000

**CH \$160.00 5019583**

Email: dgasiorowski@kirkland.com  
Correspondent Name: Kirkland & Ellis LLP  
Address Line 1: 200 East Randolph Drive  
Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

11838-6 DRG

NAME OF SUBMITTER:

Donna Gasiorowski

**Total Attachments: 13**

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**THIS INSTRUMENT, CERTIFICATE OR AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “SUBORDINATION AGREEMENT”) DATED AS OF DECEMBER 16, 2008, BY AND AMONG BIONICHE PHARMA GROUP LIMITED, BIONICHE TEORANTA, THE OTHER OBLIGORS SIGNATORY THERETO (COLLECTIVELY, THE “OBLIGORS”), ROUNDTABLE HEALTHCARE CAPITAL INVESTORS AND L.P., ROUNDTABLE HEALTHCARE CAPITAL PARTNERS, L.P. (THE “SUBORDINATED CREDITORS”), GENERAL ELECTRIC CAPITAL CORPORATION (“SECURITY AGENT”), AND THE OTHER SENIOR CREDITORS SIGNATORY THERETO TO THE DEBT (INCLUDING INTEREST) OWED BY THE OBLIGORS PURSUANT TO THAT CERTAIN FACILITIES AGREEMENT DATED AS OF OCTOBER 26, 2007, AMONG THE OBLIGORS, SECURITY AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH FACILITIES AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO DEBT REFINANCING THE DEBT UNDER THAT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT OR PARTY TO THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.**

**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Intellectual Property Security Agreement**”), dated as of December 16, 2008, is made by **BIONICHE TEORANTA**, a company incorporated under the laws of Ireland with number 130418 (the “**Grantor**”), with offices at the locations set forth on Schedule IV hereto, in favor of **ROUNDTABLE HEALTHCARE CAPITAL PARTNERS, L.P.**, a Delaware limited partnership (“**RHP**”) and **ROUNDTABLE HEALTHCARE CAPITAL INVESTORS, L.P.**, a Delaware limited partnership (“**RHI**” and together with RHP, collectively, the “**Secured Party**”).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Facility Agreement, dated as of December 16, 2008, among the Secured Party, Grantor, the other members of the Group signatory thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Facility Agreement**”), the Lender has, subject to certain terms and conditions set forth therein, agreed to extend the Loan on behalf of the Grantor and the other members of the Group, which Loan is guaranteed by the Grantor pursuant to the Facility Agreement;

**WHEREAS**, the Grantor benefits from the Loan made available to it under the Facility Agreement;

**WHEREAS**, in order to induce the Secured Party to enter into the Facility Agreement and to extend the Loan as provided for in the Facility Agreement, the Grantor has agreed to grant the Ultiva Intellectual Property Collateral to the Secured Party in accordance herewith;

**NOW, THEREFORE**, in consideration of the premises and the covenants hereinafter contained and to induce the Secured Party to make the Loan under the Facility Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Definitions.**

“Code” means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of Illinois; provided that to the extent that the Code is used to define any term herein or in any Finance Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the Secured Party’s Security on any Ultiva Intellectual Property Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Illinois, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

“Termination Date” means the date on which (a) all of the Loans have been repaid in full in cash, and (b) all other obligations under the Facility Agreement and the other Finance Documents have been completely discharged (other than any indemnity obligation of an Obligor which is expressly stated to survive the termination of this Agreement and in respect of which the Lender has not made a claim).

“Ultiva Acquisition” has the meaning given to that term in the Facility Agreement.

All capitalized terms used but not otherwise defined herein have the meanings given to them in Clause 1.1 of the Facility Agreement.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Secured Obligations (as defined in the RoundTable Security Agreement), the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party a Security upon all of its right, title and interest of the Grantor in, to and under the following Intellectual Property, whether presently existing or hereafter created or acquired (collectively, with respect to the Grantor, the “**Ultiva Intellectual Property Collateral**”):

(a) all of its patents and patent licenses to which it is a party that were acquired in the Ultiva Acquisition, including those referred to on Schedule I and Schedule IV hereto, respectively;

(b) all of its trademarks and trademark licenses to which it is a party that were acquired in the Ultiva Acquisition, including those referred to on Schedule II and Schedule IV hereto, respectively;

(c) all of its copyrights and copyright licenses to which it is a party that were acquired in the Ultiva Acquisition, including those referred to on Schedule III and Schedule IV hereto, respectively;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each patent, each patent license, each trademark, each trademark license, each copyright and each copyright license in which the Secured Party is granted Security pursuant to Section 2(a)-(c) above; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any patent or patent licensed under any patent license, (ii) injury to the goodwill associated with any patent or any patent licensed under any patent license, (iii) infringement or dilution of any trademark or trademark licensed under any trademark license, (iv) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license, (v) infringement or dilution of any copyright or copyright licensed under any copyright license, and (vi) injury to the goodwill associated with any copyright or any copyright licensed under any copyright license.

Notwithstanding anything in this **Section 2** to the contrary, if any of the Ultiva Intellectual Property Collateral is transferred to any Obligor (other than Grantor) or any Obligor other than Grantor obtains rights thereto, the security interest of the Secured Party granted hereunder with respect to such Ultiva Intellectual Property Collateral shall be deemed to have been automatically released and to no longer constitute Ultiva Intellectual Property Collateral for the purposes hereunder.

3. **Representations and Warranties.** The Grantor represents and warrants to the Secured Party that the Grantor did not acquire any interest in, or title to, any Intellectual Property in the Ultiva Acquisition, except as set forth in Schedule I, Schedule II and Schedule II, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Security on and, upon the recording hereof by the United States Copyright Office and the United States Patent and Trademark Office, perfected Securities in favor of the Secured Party on the Grantor's Intellectual Property acquired in the Ultiva Acquisition and such perfected Securities are enforceable as such as against any and all creditors of and purchasers from the Grantor to the extent that recording in the United States Copyright Office and the United State Patent and Trademark Office is effective to do so and subject to the proviso in the next sentence. Upon recording of this Intellectual Property Security Agreement by the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the RoundTable Security Documents, all action necessary or desirable to protect and perfect the Secured Party's Security on the Grantor's Intellectual Property acquired in the Ultiva Acquisition shall have been duly taken; provided, however, that

the subsequent recordation of this Intellectual Property Security Agreement in the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable, may be necessary to perfect the security interest of the Secured Party in issued registrations and applications for other U.S. Intellectual Property that are acquired by the Grantor after the date hereof, the registration of unregistered Copyrights in the U.S. Copyright Office may be required in order to perfect the Secured Party's Security therein, and the taking of actions outside the United States may be required in order to perfect the Secured Party's Security in the Ultiva Intellectual Property Collateral which is protected under non-U.S. law.

4. **Covenants.** The Grantor covenants and agrees with the Secured Party that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) The Grantor shall notify the Secured Party immediately if it knows or has reason to know that any material application or registration relating to any Ultiva Intellectual Property Collateral (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Grantor's ownership of any Ultiva Intellectual Property Collateral, its right to register the same, or to keep and maintain the same.

(b) The Grantor shall provide the Secured Party with written notice of any application filed by the Grantor, either by itself or through any agent, employee, licensee or designee, to register any Ultiva Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States within ninety (90) days of such filing, and, upon request of the Secured Party, the Grantor shall execute and deliver a supplement hereto as the Secured Party may request to evidence the Secured Party's Security on such Ultiva Intellectual Property Collateral of the Grantor relating thereto or represented thereby.

(c) The Grantor shall take all commercially reasonable actions necessary or requested by the Secured Party to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of the Ultiva Intellectual Property Collateral (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) In the event that any of the Ultiva Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, the Grantor shall promptly take all commercially reasonable actions, including to sue to enjoin any such conduct and/or to recover any and all damages for such infringement, misappropriation or dilution, unless the Grantor reasonably determines that such Ultiva Intellectual Property Collateral is not material to the conduct of its business or operations.

5. **Security Agreement.** The security interests granted by the Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted by the Grantor to the Secured Party pursuant to the RoundTable Security Agreement. The Grantor and the Secured Party expressly agree that the security interests granted under this Intellectual Property Security Agreement and the other Security Agreement in the Ultiva Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Secured Party of any rights or remedies with respect to any of the Ultiva Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the other Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the RoundTable Security Agreement, then the terms and conditions of the RoundTable Security Agreement shall prevail.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the obligations under the Facility Agreement and the other Finance Documents, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the obligations under the Facility Agreement and the other Finance Documents, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the obligations under the Facility Agreement and the other Finance Documents shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Facility Agreement.

8. **Termination; Authorized Sales of Collateral.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the date on the Termination Date. In the event the Grantor proposes to sell any of the Ultiva Intellectual Property Collateral and such sale is permitted pursuant to the terms and conditions set forth in Clause 22.13 of the Facility Agreement, the Secured Party agrees, at the expense of the Grantor, to execute and deliver to the Grantor, prior to or contemporaneously with the Grantor's receipt of the proceeds from such sale, such UCC-3 termination statements and other collateral property releases necessary to release the applicable Ultiva Intellectual Property Collateral from the lien and security interest of the Secured Party.

9. **Governing Law.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS. THE GRANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND/OR STATE COURTS SITTING IN COOK COUNTY, CITY OF CHICAGO, ILLINOIS FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN CLAUSE 35 OF THE FACILITY AGREEMENT. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

10. **Inconsistent or Conflicting Provisions.** Each party hereby acknowledges that the terms of this Intellectual Property Agreement are subject to the provisions of the RoundTable Subordination Agreement. In the event a provision of this Intellectual Property Security Agreement is inconsistent or conflicts with the provisions of the RoundTable Subordination Agreement, the provisions of the RoundTable Subordination Agreement shall govern and prevail. Nothing in this Intellectual Property Security Agreement shall be deemed to modify or amend the RoundTable Subordination Agreement.

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**IN WITNESS WHEREOF**, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

**GRANTOR:**

**Present when the Common Seal of  
BIONICHE TEORANTA  
was hereunto affixed**

By: *Daniel Cashman*

Name: Daniel Cashman

Title: Authorised Signatory

(SEAL)

By: *Pat Mc Grath*

Name: Patrick Mc Grath

Title: Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ireland

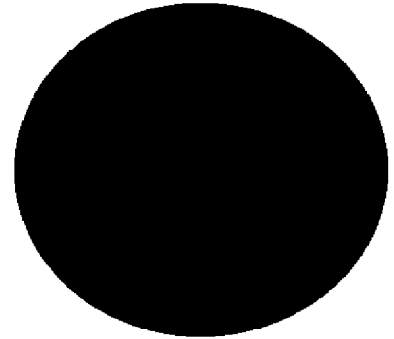
COUNTY OF Dublin

On this 27<sup>th</sup> day of December, 2008, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bioniche Teoranta, who being by me duly sworn did depose and say that he is the Authorized Person of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.

Bernard Rea  
Notary Public

{seal}

Bernard Rea  
47 Nutley Park, Donnybrook,  
Dublin 4, Ireland.  
Notary Public  
Commissioned for Life



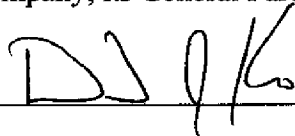
IP SECURITY AGREEMENT  
SIGNATURE PAGE

**ACCEPTED AND ACKNOWLEDGED BY:**

**ROUNDTABLE HEALTHCARE CAPITAL PARTNERS, L.P.**, a Delaware limited partnership

By: RoundTable Healthcare Capital Management, L.P., a Delaware limited partnership, its General Partner

By: RoundTable Healthcare Capital Management, L.L.C., a Delaware limited liability company, its General Partner

By:                     

Name: David J. Koo  
Title:

**ROUNDTABLE HEALTHCARE CAPITAL INVESTORS, L.P.**, a Delaware limited partnership

By: RoundTable Healthcare Capital Management, L.P., a Delaware limited partnership, its General Partner

By: RoundTable Healthcare Capital Management, L.L.C., a Delaware limited liability company, its General Partner

By:                     

Name: David J. Koo  
Title:

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Title	Country	Patent No. Issue Date	Status	Owner	Comments
N-PHENYL-N-(4-PIPERIDINYL)AMIDES USEFUL AS ANALGESICS	U.S	5,019,583 5/28/91	IN FORCE	Bioniche Teoranta	
ANESTHETIC USE OF N-PHENYL-N-(4-PIPERIDINYL)AMIDES	U.S	5,466,700 11/14/95	IN FORCE	Bioniche Teoranta	
STABLE FORMULATIONS OF REMIFENTANIL	U.S	5,866,591 2/2/99	IN FORCE	Bioniche Teoranta	
PROCESS FOR PREPARING A PIPERIDINE DERIVATIVE	U.S	5,599,938 2/4/97	IN FORCE	Bioniche Teoranta	

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

None.

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

The license granted in respect of the trademarks with Registration Nos. 2,055,663 and 2,061,915 pursuant to that certain Assignment and Assumption Agreement dated as of December 16, 2008 by and among Glaxo Group Limited, Abbott Laboratories and Bioniche Teoranta.

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. WORKS PROTECTED BY COPYRIGHT

Copyrights in which a license is granted under the Copyright Assignment Agreement dated as of December 16, 2008 by among Abbott Laboratories and Bioniche Teoranta.

IV. COPYRIGHT LICENSES

The license granted under the Copyright Assignment Agreement dated as of December 16, 2008 by among Abbott Laboratories and Bioniche Teoranta.

SCHEDULE IV  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Names of the Grantor:

Bioniche Teoranta

2. Office location of the Grantor:

272 East Deerpath Rd., Suite 304  
Lake Forest, IL 60045