

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Three Rivers Pharamceuticals, LLC</td><td>07/12/2010</td></tr><tr><td>Three Rivers Pharmaceuticals, LLC</td><td>07/12/2010</td></tr></tbody></table>		Name	Execution Date	Three Rivers Pharamceuticals, LLC	07/12/2010	Three Rivers Pharmaceuticals, LLC	07/12/2010						
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RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>SunTrust Bank, as Administrative Agent</td></tr><tr><td>Street Address:</td><td>303 Peachtree Street</td></tr><tr><td>Internal Address:</td><td>23rd Floor</td></tr><tr><td>City:</td><td>Atlanta</td></tr><tr><td>State/Country:</td><td>GEORGIA</td></tr><tr><td>Postal Code:</td><td>30308</td></tr></table>		Name:	SunTrust Bank, as Administrative Agent	Street Address:	303 Peachtree Street	Internal Address:	23rd Floor	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30308
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PROPERTY NUMBERS Total: 5													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>6720000</td></tr><tr><td>Patent Number:</td><td>7723310</td></tr><tr><td>Application Number:</td><td>12180139</td></tr><tr><td>Application Number:</td><td>12761869</td></tr><tr><td>Patent Number:</td><td>7538094</td></tr></tbody></table>		Property Type	Number	Patent Number:	6720000	Patent Number:	7723310	Application Number:	12180139	Application Number:	12761869	Patent Number:	7538094
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Patent Number:	7538094												
CORRESPONDENCE DATA													
Fax Number: (404)572-5128 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 404-572-3458													
Email: slake@kslaw.com													
Correspondent Name: Susan Lake, Paralegal													
Address Line 1: 1180 Peachtree Street													
Address Line 2: King & Spalding LLP													
Address Line 4: Atlanta, GEORGIA 30309													

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PATENT
REEL: 024678 FRAME: 0603

ATTORNEY DOCKET NUMBER:	52990-015860
NAME OF SUBMITTER:	Susan Lake
<p>Total Attachments: 9</p> <p>source=Three Rivers PSA#page1.tif</p> <p>source=Three Rivers PSA#page2.tif</p> <p>source=Three Rivers PSA#page3.tif</p> <p>source=Three Rivers PSA#page4.tif</p> <p>source=Three Rivers PSA#page5.tif</p> <p>source=Three Rivers PSA#page6.tif</p> <p>source=Three Rivers PSA#page7.tif</p> <p>source=Three Rivers PSA#page8.tif</p> <p>source=Three Rivers PSA#page9.tif</p>	

Patent Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of July 12, 2010, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Three Rivers Pharmaceuticals, LLC (the "Borrower"), 3RP Holding Company, LLC, a Delaware limited liability company ("Holdings"), the lenders from time to time parties thereto, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent Collateral"):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patents Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

THREE RIVERS PHARMACEUTICALS, LLC
as Grantor

By: 
Name: _____
Title: _____
Paul F. Fagan, J.D., CPA
Executive Vice President/General Counsel

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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

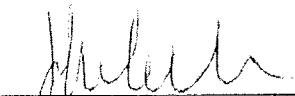
Very truly yours,

THREE RIVERS PHARMACEUTICALS, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 
Name: *John Cappellari*
Title: *Vice President*

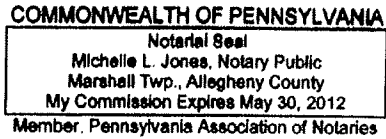
[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Pennsylvania)
County of Allegheny) ss.

On this 12 day of July, 2010 before me personally appeared Paul Fagan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Three Rivers Pharmaceuticals, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said corporation.

Michelle L. Jones
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]

SCHEDULE I
TO PATENT SECURITY AGREEMENT

1) Patents

<i>PATENT</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
Process for producing wet ribavirin pellets	Three Rivers Pharmaceuticals, LLC	6720000 (Publication No. 20030018000)	04/13/2004
Large dose ribavirin formulations	Three Rivers Pharmaceuticals, LLC	7723310 (Application No. 11201311)	04/20/2006
Large dose ribavirin formulations	Three Rivers Pharmaceuticals, LLC	Publication No. 20090012015 (Application No. 12180139)	01/08/2009
Large dose ribavirin formulations	Three Rivers Pharmaceuticals, LLC	Application No. 12761869	04/16/2010
Composition containing ribavirin and use thereof	Three Rivers Pharmaceuticals, LLC	7538094 (Publication No. 20050019406)	05/26/2009

2) Patent Licenses

<i>Patent License</i>	<i>Owner</i>	<i>Licensee</i>	<i>Series/Registration No.</i>	<i>Filing/Registration Date</i>
Preparation of liposome and lipid complex compositions	Regents of the University of California	Three Rivers Pharmaceuticals, LLC	5,077,057	12/31/2001
Preparation of liposome and lipid complex compositions	Regents of the University of California	Three Rivers Pharmaceuticals, LLC	5,277,914	1/11/1994
Preparation of liposome and lipid complex	Regents of the University of California	Three Rivers Pharmaceuticals, LLC	5,549,910	8/27/1996

compositions				
Preparation of liposome and lipid complex compositions	Regents of the University of California	Three Rivers Pharmaceuticals, LLC	5,567,434	10/22/1996
Consensus human leukocyte interferon	Amgen, Inc.	Three Rivers Pharmaceuticals, LLC	4,897,471	1/30/1990
Consensus human leukocyte interferon	Amgen, Inc.	Three Rivers Pharmaceuticals, LLC	5,541,293	7/30/1996
Consensus human leukocyte interferon	Amgen, Inc.	Three Rivers Pharmaceuticals, LLC	5,661,009	8/26/1997
N-Terminally chemical modified consensus interferon	Amgen, Inc.	Three Rivers Pharmaceuticals, LLC	5,824,784	10/20/1998
Microbial production of mature human leukocyte	Amgen, Inc.	Three Rivers Pharmaceuticals, LLC	6,482,613	11/19/2002
Consensus human leukocyte interferon	Amgen Inc.	Three Rivers Pharmaceuticals, LLC	4,695,623	09/22/1987
Methods and compositions for the treatment of diseases with consensus interferon while reducing side	Amgen Inc.	Three Rivers Pharmaceuticals, LLC	5372808	12/13/1994

effect				
Use of the human interferon consensus gene for gene therapy	Amgen Inc.	Three Rivers Pharmaceuticals, LLC	5831062	11/03/1998
Methods for retreatment of patients afflicted with hepatitis c using consensus interferon	Amgen Inc.	Three Rivers Pharmaceuticals, LLC	5,980,884	11/09/1999
N-terminally chemically modified protein compositions and methods	Amgen Inc.	Three Rivers Pharmaceuticals, LLC	5,985,265	11/16/1999
Treatment of multiple sclerosis using consensus interferon and il-1 receptor antagonist	Amgen Inc	Three Rivers Pharmaceuticals, LLC	6,013,253	01/11/2000
Microbial production of mature human leukocyte interferons	Hoffman-La Roche Inc. and Genentech, Inc.	Three Rivers Pharmaceuticals, LLC	6,610,830	08/26/2003
Amphotericin b/cholesterol sulfate composition	Intermune, Inc.	Three Rivers Pharmaceuticals, LLC	4,822,777	04/18/1989
A method for treating fungal infections with amphotericin	Intermune, Inc	Three Rivers Pharmaceuticals, LLC	5,032,582	07/16/1991

b/cholesterol sulfate composition				
Amphotericin b/cholesterol sulfate composition and method	Intermune, Inc	Three Rivers Pharmaceuticals, LLC	5,194,266	03/16/1993