

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Three Rivers Pharmaceuticals, LLC	10/22/2010
RECEIVING PARTY DATA	
Name:	Cortland Capital Market Services LLC, as administrative agent
Street Address:	225 W. Washington Street
Internal Address:	Suite 1450
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	12180139
Application Number:	12761869
Application Number:	12420459
Patent Number:	6720000
Patent Number:	7538094
Patent Number:	7723310
CORRESPONDENCE DATA	
Fax Number:	(202)778-5711
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202.662.6000
Email:	cgwiazda@cov.com
Correspondent Name:	Covington & Burling
Address Line 1:	1201 Pennsylvania Avenue, NW
Address Line 2:	ATTN: Patent Docketing
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-2401

CH \$240.00 12180139

501343168

PATENT
REEL: 025321 FRAME: 0502

ATTORNEY DOCKET NUMBER:	033619.00101
NAME OF SUBMITTER:	Cathy Gwiazda
<p>Total Attachments: 7</p> <p>source=Security-Agreement_Three-Rivers_to_Cortland-Capital#page1.tif</p> <p>source=Security-Agreement_Three-Rivers_to_Cortland-Capital#page2.tif</p> <p>source=Security-Agreement_Three-Rivers_to_Cortland-Capital#page3.tif</p> <p>source=Security-Agreement_Three-Rivers_to_Cortland-Capital#page4.tif</p> <p>source=Security-Agreement_Three-Rivers_to_Cortland-Capital#page5.tif</p> <p>source=Security-Agreement_Three-Rivers_to_Cortland-Capital#page6.tif</p> <p>source=Security-Agreement_Three-Rivers_to_Cortland-Capital#page7.tif</p>	

Intellectual Property Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of October 22, 2010, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of Cortland Capital Market Services LLC, 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 Credit Agreement, dated as of October 22, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, as successor to Kadmon Merger Co., LLC (together with its successors, the "Borrower"), Kadmon Holdings, LLC ("Holdings"), the lenders from time to time parties thereto, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Grantor 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 pledge all of the Collateral, including the Patent Collateral, to secure 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 Grantor 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 Patent 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:

ACCEPTED AND AGREED
as of the date first above written:

Cortland Capital Market Services LLC,
as Administrative Agent

By: _____

Name:

Title:

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

LA1:1199399

PATENT
REEL: 025321 FRAME: 0506

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: _____

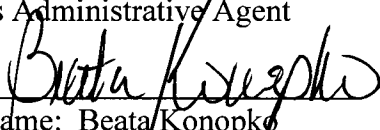
Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

Cortland Capital Market Services LLC,
as Administrative Agent

By:


Name: Beata Konopko
Title: Director

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

A. Patents Owned by Three Rivers Pharmaceuticals, LLC:

<u>Title</u>	<u>Patent. No. / Publication No.</u>	<u>Issue Date / Publication Date</u>
Process For Producing Wet Ribavirin Pellets	6,720,000	04/13/2004
Composition Containing Ribavirin And Use Thereof	7,538,094	05/26/2009
Large Dose Ribavirin Formulations	7,723,310	05/25/2010
Large Dose Ribavirin Formulations	20090012015	01/08/2009
Large Dose Ribavirin Formulations	20100203127	08/12/2010
Method for treating hepatitis c virus infection in treatment failure patients	10,490,456	03/22/2004
Method of treating hepatitis virus infection with a multiphasic interferon delivery profile	10,490,458	09/30/2004
Method for treating hepatitis c virus infection in treatment fail lure patients	10,490,503	08/20/2004
Combination therapy for treating alphavirus infection and liver fibrosis	10,545,864	06/29/2006
Compositions and methods for treating poxvirus infection	10,551,368	10/11/2006
Combination Therapy for Treating Hepatitis C Virus Infection	10,584,169	07/02/2007
Composition containing ribavirin and use thereof	10,665,728	09/22/2003
Process for producing wet ribavirin pellets	10,765,134	01/28/2004
Compositions and methods for treating coronavirus infection and SARS	10,814,701	03/30/2004
LARGE DOSE RIBAVIRIN FORMULATIONS	11,693,993	03/30/2007
Continuous delivery methods for treating hepatitis virus infection	10,545,867	06/12/2006
CONTINUOUS DELIVERY METHODS FOR TREATING HEPATITIS VIRUS INFECTION	12,420,459	04/08/2009

B. Amphotec/Amphocil Patents and Patent Applications (Group I) licensed from Alza Corporation (now Johnson & Johnson)

US Patent No. 5,032,582 for "Method for treating fungal infections with amphotericin B/cholesterol sulfate composition"

US Patent No. 5,194,266 for "Amphotericin B/cholesterol sulfate composition and method"

US Patent No. 4,822,777 for Amphotericin B/cholesterol sulfate composition and method"

C. Amphotec/Amphocil Patents and Patent Applications (Group II) licensed from Regents of the University of California

US Patent No. 5,077,057 for "Preparation of liposome and lipid complex compositions"

US Patent No. 5,277,914 for "Preparation of liposome and lipid complex compositions"

US Patent No. 5,549,910 for "Preparation of liposome and lipid complex compositions"

US Patent No. 5,567,434 for "Preparation of liposome and lipid complex compositions"

D. Infergen Patent and Patent Application rights to commercialization licensed to Three Rivers Pharmaceuticals, LLC pursuant to the Acquisition Documents

US Patent No. 4,695,623 for "Consensus human leukocyte interferon"

US Patent No. 4,897,471 for "Consensus human leukocyte interferon"

US Patent No. 5,541,293 for "Consensus human leukocyte interferon"
(Terminal Disclaimer - 09/22/04)

US Patent No. 5,661,009 for "Recombinant production of consensus human leukocyte interferon" (Terminal Disclaimer - 01/30/07)

US Patent No. 5,372,808 for "Methods and compositions for the treatment of diseases with consensus interferon while reducing side effects"

US Patent No. 5,980,884 for "Methods for retreatment of patients afflicted with Hepatitis C using consensus interferon"

US Patent No. 5,824,784 for "N-Terminally chemically modified protein compositions and methods"

US Patent No. 5,985,265 for "N-Terminally chemically modified protein compositions and methods"

US Patent No. 6,013,253 for "Treatment of multiple sclerosis using consensus interferon and IL-1 receptor antagonist"

US Patent No. 5,831,062 for "Use of the human interferon consensus gene for gene therapy"

US Patent No. 6,482,613 for "Microbial production of mature human leukocyte interferons"

US Patent No. 6,610,830 for "Microbial production of mature human leukocyte interferons"

E. Infergen Patent and Patent Application rights acquired by Three Rivers Pharmaceuticals, LLC pursuant to the Acquisition Documents

Three Rivers Pharmaceuticals, LLC has acquired rights in and to certain Infergen United States and Foreign Patent and Patent Applications which are not material Patents and Patent Applications required to be disclosed on this Schedule.

F. The following are patent applications of Three Rivers Pharmaceuticals, certain of which may have lapsed or will lapse.

- a. US20050031585
- b. US20050063949
- c. US20050031586
- d. US20070072181
- e. US20070077225
- f. US20070154454
- g. US20070258946
- h. US20040258751
- i. US20050075297
- j. US20050002901
- k. US20070161583
- l. US20090012015
- m. US20090226400
- n. US20100203127