

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Patents (Exclusively Licensed Patents)
CONVEYING PARTY DATA	
Name	Execution Date
Penwest Pharmaceuticals Co.	11/30/2010
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7432305
Application Number:	11445582
Application Number:	11710042
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	36084-36730
NAME OF SUBMITTER:	Dusan Clark
Total Attachments: 5	

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PATENT
REEL: 025572 FRAME: 0731

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of November 30, 2010 by and from PENWEST PHARMACEUTICALS CO., a Washington corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Endo Pharmaceuticals Holdings Inc. (the "Borrower"), the Lenders and the Grantee have entered into a Credit Agreement dated as of November 30, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower, has guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of November 30, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor and certain Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of November 30, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor is the exclusive licensee of the patents listed on Exhibit A attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the patents and patent applications under and to the extent set forth in and permitted by the exclusive license to Grantor of such patents and patent applications.

3) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

PENWEST PHARMACEUTICALS CO.

By: 

Name: Alan G. Levin

Title: Executive Vice President and Chief Financial
Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS
Exhibit A - SCHEDULE OF LICENSED PATENTS

Exhibit A

PATENT
REEL: 025572 FRAME: 0736

Penwest Licensed Patents

Title	Country	App. No.	App. Date	Patent No.	Issued	Owner
Tail variants of redox-active therapeutics for treatment of mitochondrial diseases and other conditions and modulation of energy biomarkers	United States		2006-09-15	7432305	2008-10-07	Edison Pharmaceuticals, Inc. (licensed to Penwest)
Redox-active therapeutics for treatment of mitochondrial diseases and other conditions and modulation of energy biomarkers	United States	20060211809 this pub number does not match application title nor is it a relevant owner) We believe the correct Pub No. is 20060281809 / App. No. 11445582	2006-06-01			Edison Pharmaceuticals, Inc. (licensed to Penwest)
Side-chain variants of redox-active therapeutics for treatment of mitochondrial diseases and other conditions and modulation of energy biomarkers	United States	Pub no. 20070225261	2007-02-22			Edison Pharmaceuticals, Inc. (licensed to Penwest)

PATENT

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RECORDED: 12/30/2010