

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Prosidion Limited	07/29/2011
RECEIVING PARTY DATA	
Name:	Royalty Pharma Finance Trust
Street Address:	Rodney Square North
Internal Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6303661
CORRESPONDENCE DATA	
Fax Number:	(617)542-2241
Phone:	(617) 542-6000
Email:	jfoley@mintz.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Ivor R. Elrifi
Address Line 1:	One Financial Center
Address Line 2:	Mintz, Levin P.C.
Address Line 4:	Boston, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	43111-501N01US
NAME OF SUBMITTER:	Heidi A. Erlacher
Total Attachments: 5 source=43111-501N01US Assignment Prosidion to Royalty#page1.tif source=43111-501N01US Assignment Prosidion to Royalty#page2.tif source=43111-501N01US Assignment Prosidion to Royalty#page3.tif source=43111-501N01US Assignment Prosidion to Royalty#page4.tif source=43111-501N01US Assignment Prosidion to Royalty#page5.tif	

OP \$40.00 6303661

THIS DEED is made on 29 JULY 2011

**BETWEEN:**

- (1) **PROSIDION LIMITED** (registered number 04600121) a company incorporated under the laws of England and Wales whose registered office is at Windrush Court, Watlington Road, Oxford, Oxfordshire, OX4 6LT, United Kingdom (the **Assignor**); and
- (2) **ROYALTY PHARMA FINANCE TRUST**, a Delaware statutory trust, whose principal office is at Rodney Square North, 1100 North Market Street, Wilmington, DE 19890, United States of America (the **Assignee**).

**WHEREAS:**

- (A) The Assignor is the owner of the patents, and has applied for the patent applications, each listed in the Schedule to this assignment (**Patents**).
- (B) The Assignee has entered into an asset sale agreement dated 30 June 2011 with the Assignor to purchase certain assets from the Assignor (the **Asset Sale Agreement**) including the Patents.
- (C) The parties now wish to give full effect to the Asset Sale Agreement by entering into this assignment.

**THIS DEED WITNESSES** as follows:

**IT IS AGREED:**

1. The Assignor hereby transfers and assigns to the Assignee and its successors and permitted assigns, the Assignor's entire right, title and interest in and throughout the world in and to the Patents; the Patents to be held and enjoyed by the Assignee for its own use and behalf and for its successors and permitted assigns, to the full end of the term for which said Patents may be granted as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made; and the Assignor hereby conveys all of its rights arising under or pursuant to any and all English laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment.
2. This assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for Patents, and to claim priority from those applications.
3. The Assignor hereby acknowledges that this assignment, being of the Assignor's entire right, title and interest in and to the Patents carries with it the right in the Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of the Assignee's selection and the right to procure the grant of all Patents to the Assignee in its own name as assignee of the Assignor's entire right, title and interest therein.
4. The Assignor agrees, at the request of the Assignee, to sign any documents and to do all other things which the Assignee reasonably considers to be necessary to give effect to this assignment including, in the case of UK Patents, enabling the Assignee to record their

assignment in the records of the United Kingdom Patent Office, and, in the case of non-UK Patents, to enable the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Patents. The Assignor hereby further agrees to provide testimony in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patents may be involved, and in connection therewith the Assignee shall reimburse the Assignor for its reasonable costs and expense incurred.

5. The Assignee acknowledges that the Assignor gives no representation, warranty, indemnity or guarantee in respect of any of the Patents, in this deed, but this is without prejudice to the provisions of the Asset Sale Agreement.
6. A person who is not a party to this deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
7. This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
8. The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this deed) and the parties submit to the exclusive jurisdiction of the English courts.

IN WITNESS of which this deed has been executed and delivered on the date which appears first on page 1.

EXECUTED as a deed by **PROSIDION** )  
**LIMITED** )  
acting by Nadei Arouna a director )  
in the presence of: )

Nadei Arouna  
Director

Witness's Signature

Hana Doxic

Name:

Hana Doxic

Address:

1 Bioscience Park Drive

Farmingdale, NY 11735

EXECUTED as a deed under seal by )  
**ROYALTY PHARMA FINANCE TRUST** )  
acting by Wilmington Trust Company, not in its )  
individual capacity but solely in its capacity as )  
owner trustee )  
in the presence of: )

.....L/S

Witness's Signature

.....

Name:

.....

Address:

.....

.....

IN WITNESS of which this deed has been executed and delivered on the date which appears first on page 1.

EXECUTED as a deed by **PROSIDION** )  
**LIMITED**

acting by , a director )

in the presence of: )

.....  
Director

Witness's Signature .....

Name: .....

Address: .....

EXECUTED as a deed under seal by )

**ROYALTY PHARMA FINANCE TRUST** )

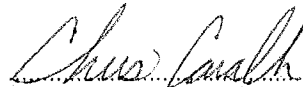
acting by Wilmington Trust Company, not in its )

individual capacity but solely in its capacity as )

owner trustee )

in the presence of: )

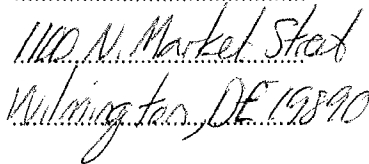
Witness's Signature




**Christopher M. Cavalli**  
**Financial Services Officer**

Name:

Address:



.....1/S  
**Adam B. Scozzafava**  
**Financial Services Officer**

Docket Number	Country	Case Type	Relation Type	Filing Type	Status	Application Number	Application Date	Patent Number	Grant Date	Title
PBD000014/RUw	Russian Federation	Regular	Original Filing	Patent Cooperation Treaty	Granted	98121213	24/04/1997	2189233	20/09/2002	Use of Dipeptidyl Peptidase IV Inhibitors for Lowering the Blood Glucose Level in Mammals
PBD000014/USw	United States	Regular	Original Filing	Patent Cooperation Treaty	Granted	09/155833	24/04/1997	6303661	16/10/2001	Use of Dipeptidyl Peptidase IV Effectors for Lowering the Blood Glucose Level in Mammals
PBD000014/USw/C2	United States	Regular	Continuation	Patent Cooperation Treaty	Filed	11/022087	22/12/2004			Use of Dipeptidyl Peptidase IV Effectors for Normalizing the Blood Glucose Level in Mammals
PBD000015/RUw	Russian Federation	Regular	Original Filing	Patent Cooperation Treaty	Granted	2003110960	23/07/2002	2305553	09/10/2007	New Dipeptidyl Peptidase IV Inhibitors and Their Uses for Lowering Blood Pressure Levels
PBD000015/ZAw	South Africa	Regular	Original Filing	Patent Cooperation Treaty	Granted	2003/2126	23/07/2002	2003/2126	29/06/2005	New Dipeptidyl Peptidase IV Inhibitors and Their Uses for Lowering Blood Pressure Levels
PBD000016/USw	United States	Regular	Continuation	Patent Cooperation Treaty	Granted	09/723638	28/05/1999	6548481	15/4/03	Novel Effectors of Dipeptidyl Peptidase IV
PBD000017/JPw	Japan	Regular	Original Filing	Patent Cooperation Treaty	Granted	2000-555929	24/06/1999	4088419	29/02/2008	Prodrugs of Dipeptidyl Peptidase IV Inhibitors
PBD000017/USw	United States	Regular	Original Filing	Patent Cooperation Treaty	Granted	09/745776	24/06/1999	7084120	08/01/2006	Prodrugs of DP IV-Inhibitors
PBD000017/USw/C1	United States	Regular	Continuation	Patent Cooperation Treaty	Granted	10/735582	12/11/2003	7166579	23/01/2007	Prodrugs of DP IV-Inhibitors