

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																												
CONVEYING PARTY DATA																													
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<table border="1"> <tr> <td>Name:</td> <td>HealthCare Royalty Partners II, L.P., as Lender</td> </tr> <tr> <td>Street Address:</td> <td>300 Atlantic Street, Suite 600</td> </tr> <tr> <td>City:</td> <td>Stamford</td> </tr> <tr> <td>State/Country:</td> <td>CONNECTICUT</td> </tr> <tr> <td>Postal Code:</td> <td>06901</td> </tr> </table>		Name:	HealthCare Royalty Partners II, L.P., as Lender	Street Address:	300 Atlantic Street, Suite 600	City:	Stamford	State/Country:	CONNECTICUT	Postal Code:	06901																		
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PROPERTY NUMBERS Total: 18																													
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Application Number:	12797594
Application Number:	12863979
Application Number:	13376933
Application Number:	13497166
Application Number:	13529695

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-3121 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	469932
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NAME OF SUBMITTER:	Jean Paterson
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Total Attachments: 8
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Patent Security Agreement

Patent Security Agreement, dated as of December 20, 2012, by RAPTOR PHARMACEUTICAL CORP., RAPTOR THERAPEUTICS INC. and RAPTOR DISCOVERIES INC. (individually, a "Pledgor," and, collectively, the "Pledgors"), in favor of HEALTHCARE ROYALTY PARTNERS II, L.P., as secured party pursuant to the Loan Agreement (in such capacity, the "Secured Party").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Secured Party pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Agreement, the Pledgors hereby agree with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations, the Secured Party shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be

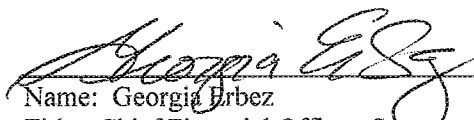
construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

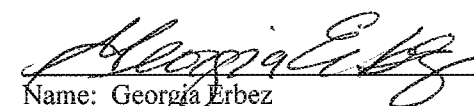
IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RAPTOR PHARMACEUTICAL CORP.

By: 
Name: Georgia Erbez
Title: Chief Financial Officer, Secretary and
Treasurer

RAPTOR THERAPEUTICS INC.

By: 
Name: Georgia Erbez
Title: Chief Financial Officer, Secretary and
Treasurer

RAPTOR DISCOVERIES INC.

By: 
Name: Georgia Erbez
Title: Chief Financial Officer, Secretary and
Treasurer


[Patent Security Agreement Signature Page]

Accepted and Agreed:

HEALTHCARE ROYALTY PARTNERS II, L.P.,
as Secured Party

By: HealthCare Royalty GP II, LLC,
its General Partner

By:



Name: Clarke B. Futch
Title Founding Managing Director

[Patent Security Agreement Signature Page]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME
RAPTOR PHARMACEUTICAL INC.	US 7,700,554	COMPOSITIONS FOR MODULATING BLOOD-BRAIN BARRIER TRANSPORT
RAPTOR PHARMACEUTICAL INC.	US 7,977,317	COMPOSITIONS AND METHODS FOR MODULATING BLOOD-BRAIN BARRIER TRANSPORT
RAPTOR PHARMACEUTICAL INC.	US 7,560,431	METHODS OF INCREASING DELIVERY OF ACTIVE AGENTS TO BRAIN COMPRISING ADMINISTERING RECEPTOR ASSOCIATED PROTEIN (RAP) FRAGMENTS CONJUGATED TO ACTIVE AGENTS
RAPTOR PHARMACEUTICAL INC.	US 7,569,544	METHODS OF INCREASING DELIVERY OF ACTIVE AGENTS TO BRAIN COMPRISING ADMINISTERING RECEPTOR ASSOCIATED PROTEIN (RAP) FRAGMENTS CONJUGATED TO ACTIVE AGENTS
RAPTOR PHARMACEUTICAL INC.	US 7,829,537	RECEPTOR ASSOCIATED PROTEIN (RAP) CONJUGATES

Patent Applications:

OWNER	APPLICATION NUMBER	NAME
RAPTOR PHARMACEUTICAL INC.	12/941619	MEGALIN-BASED DELIVERY OF THERAPEUTIC COMPOUNDS TO THE BRAIN AND OTHER TISSUES
RAPTOR PHARMACEUTICAL INC.	11/576506	COMPOSITIONS COMPRISING RECEPTOR-ASSOCIATED PROTEIN (RAP) VARIANTS SPECIFIC FOR LRP2 AND USES THEREOF
RAPTOR PHARMACEUTICAL INC.	11/576502	COMPOSITIONS COMPRISING RECEPTOR-ASSOCIATED PROTEIN (RAP) VARIANTS SPECIFIC FOR LRP2 AND USES THEREOF
RAPTOR PHARMACEUTICAL INC.	12/441618	TREATMENT OF LIVER DISORDERS BY ADMINISTRATION OF RAP CONJUGATES
RAPTOR PHARMACEUTICAL INC.	12/600786	CYCLIC RECEPTOR-ASSOCIATED PROTEIN (RAP) PEPTIDES

OWNER	APPLICATION NUMBER	NAME
RAPTOR DISCOVERIES INC.	13/016135	METHOD FOR TREATING LIVER DISORDERS WITH RECEPTOR ASSOCIATED PROTEIN (RAP) PEPTIDE-FUCOSIDASE INHIBITOR CONJUGATES
To be assigned to RAPTOR DISCOVERIES INC.	61/617,867	USE OF A CYSTEAMINE DIOXYGENASE INHIBITOR TO IMPROVE EFFECTS OF CYSTEAMINE TREATMENT
To be assigned to RAPTOR DISCOVERIES INC.	61/649,411	USE OF A CYSTEAMINE AND DERIVATIVES THEREOF TO TREAT MITOCHONDRIAL DISEASES
Raptor Therapeutics, Inc.	12/797,594	4-METHYLPYRAZOLE FORMULATIONS FOR INHIBITING ETHANOL INTOLERANCE
Raptor Therapeutics, Inc.	12/863,979	PROTOPANAXADIOL-TYPE GINSENSIDE COMPOSITIONS AND USES THEREOF
Raptor Therapeutics, Inc.	13/376,933	GENOTYPE SPECIFIC METHODS FOR TREATING HUMAN SUBJECTS USING 4-METHYLPYRAZOLE
Raptor Therapeutics, Inc.	13/497,166	4-METHYLPYRAZOLE FORMULATIONS
Raptor Therapeutics, Inc.	13/529,695	GENOTYPE SPECIFIC METHODS FOR TREATING HUMAN SUBJECTS USING 4-METHYLPYRAZOLE