

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>APTALIS PHARMA CANADA INC.</td> <td>10/04/2013</td> </tr> <tr> <td>APTALIS PHARMA US, INC.</td> <td>10/04/2013</td> </tr> <tr> <td>APTALIS PHARMATECH, INC.</td> <td>10/04/2013</td> </tr> </tbody> </table>		Name	Execution Date	APTALIS PHARMA CANADA INC.	10/04/2013	APTALIS PHARMA US, INC.	10/04/2013	APTALIS PHARMATECH, INC.	10/04/2013																		
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<table border="1"> <tr> <td>Name:</td> <td>BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT</td> </tr> <tr> <td>Street Address:</td> <td>100 N. TRYON STREET</td> </tr> <tr> <td>Internal Address:</td> <td>MAIL CODE: NC1-007-17-15</td> </tr> <tr> <td>City:</td> <td>CHARLOTTE</td> </tr> <tr> <td>State/Country:</td> <td>NORTH CAROLINA</td> </tr> <tr> <td>Postal Code:</td> <td>28255</td> </tr> </table>		Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT	Street Address:	100 N. TRYON STREET	Internal Address:	MAIL CODE: NC1-007-17-15	City:	CHARLOTTE	State/Country:	NORTH CAROLINA	Postal Code:	28255														
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Patent Number:	5731302
PCT Number:	US2012036055
Application Number:	13974725
Application Number:	13911961
Application Number:	13886844
Application Number:	13744185
Application Number:	13570670
Application Number:	13455942
Application Number:	13371967
Application Number:	13310632
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Application Number:	13202957
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Application Number:	12896005
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Application Number:	12772770
Application Number:	12688493
Application Number:	12628677
Patent Number:	8137734
Application Number:	12466855
Application Number:	12424201
Application Number:	12339908
Patent Number:	7790199
Patent Number:	7829121
Patent Number:	8133506
Patent Number:	7919115
Patent Number:	7544372
Patent Number:	7820203
Application Number:	12057177
Application Number:	11847219
Application Number:	11668408

	11668167
Application Number:	11500892
Application Number:	11256653
Application Number:	11248596
Application Number:	11223819
Application Number:	11213266
Application Number:	11120139
Patent Number:	7387793
Patent Number:	7048945
Patent Number:	7632521
Application Number:	10453848
Patent Number:	8367111
Patent Number:	6663888
Patent Number:	6344215
Patent Number:	6500454
Patent Number:	6627223
Patent Number:	6451345
Patent Number:	6139865
Patent Number:	5814332
Patent Number:	5653993
Patent Number:	5622963
Patent Number:	5651984
Patent Number:	5639475
Patent Number:	5622723
Patent Number:	5449521

# CORRESPONDENCE DATA

Fax Number: (800)494-7512  
Phone: 2023704761  
Email: tfahey@nationalcorp.com  
*Correspondence will be sent via US Mail when the email attempt is unsuccessful.*  
Correspondent Name: THOMAS FAHEY  
Address Line 1: 1025 VERMONT AVENUE NW, SUITE 1130  
Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.  
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	SONYA JACKMAN
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Signature:

**PATENT**  
**REEL: 031531 FRAME: 0490**

	/Sonya Jackman/
Date:	10/31/2013
<b>Total Attachments: 9</b> source=#85235805v1 - (Patent Security Agreement)#page2.tif source=#85235805v1 - (Patent Security Agreement)#page3.tif source=#85235805v1 - (Patent Security Agreement)#page4.tif source=#85235805v1 - (Patent Security Agreement)#page5.tif source=#85235805v1 - (Patent Security Agreement)#page6.tif source=#85235805v1 - (Patent Security Agreement)#page7.tif source=#85235805v1 - (Patent Security Agreement)#page8.tif source=#85235805v1 - (Patent Security Agreement)#page9.tif source=#85235805v1 - (Patent Security Agreement)#page10.tif	

PATENT SECURITY AGREEMENT  
(SHORT-FORM)

PATENT SECURITY AGREEMENT, dated as of October 4, 2013 among certain Loan Parties from time to time party hereto and BANK OF AMERICA, N.A., as administrative agent for the Secured Parties (as defined below).

Reference is made to the U.S. Pledge and Security Agreement dated as of October 4, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among APTALIS MIDHOLDINGS INC., a Delaware corporation ("Holdings"), APTALIS PHARMA INC., a Delaware corporation (the "Parent Borrower"), certain other Subsidiaries of the Parent Borrower from time to time party thereto and BANK OF AMERICA, N.A., as administrative agent for the Secured Parties. The Secured Parties' agreements in respect of extensions of credit to the Parent Borrower and Aptalis Pharma Canada Inc. (the "Co-Borrower", together with the Parent Borrower, the "Borrowers") are set forth in the Credit Agreement dated as of October 4, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Parent Borrower, the Co-Borrower, Holdings, BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party thereto. Each of the Subsidiaries party hereto is an affiliate of the Borrowers and will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement, and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

All letters Patent of the United States, all registrations and recordings thereof, and all applications for letters Patent of the United States in or to which any Grantor now or hereafter has any right, title or interest therein, including registrations, recordings and pending applications in the USPTO, and all reissues,

continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, including those listed on Schedule I hereto.

Section 3. Termination. This Patent Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing effecting or evidencing such termination or release with respect to the Patent Collateral acquired under this Patent Security Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Patent Security Agreement and any security interest in, to or under the Patent Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. [Reserved.]

Section 6. Miscellaneous. The provisions of Article 6 of the Security Agreement are hereby incorporated by reference.

IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as of the date first above written.

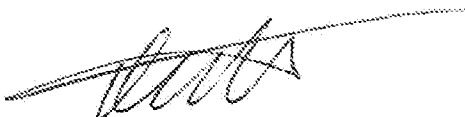
**APTALIS PHARMA CANADA INC.**  
**APTALIS PHARMA US, INC.**  
**APTALIS PHARMATECH, INC.,** each as a  
Grantor

By: 

Name: Steve Gannon

Title: Senior Vice President, Chief Financial  
Officer and Treasurer

**BANK OF AMERICA, N.A., as Administrative  
Agent**

By: 

Name: **Fani Davidson**  
Title: **Vice President**

*[Signature Page to Patent Security Agreement]*



## Annex A

### List of Other Parent Borrower Subsidiaries that are Grantors

1. Aptalis Pharma Canada Inc.
2. Aptalis Pharma US, Inc.
3. Aptalis Pharmatech, Inc.

Schedule I

Short Particulars of U.S. Patent Collateral

Grantor	Country	Application No.	Filing Date	Patent No.	Issue Date
Aptalis Pharma Canada Inc.	US	13/874,903	1-May-13		
Aptalis Pharma Canada Inc.	US	13/859,893	10-Apr-13		
Aptalis Pharma Canada Inc. <sup>1</sup>	US	13/735,805	7-Jan-2013		
Aptalis Pharma Canada Inc.	US	13/217042	24-Aug-11		
Aptalis Pharma Canada Inc. <sup>2</sup>	US	12/793518	3-Jun-10	8,470,983	25-Jun-13
Aptalis Pharma Canada Inc. <sup>3</sup>	US	12/793512	3-Jun-10		
Aptalis Pharma Canada Inc.	US	12/639645	16-Dec-09	8,436,051	7-May-13
Aptalis Pharma Canada Inc.	US	12/476185	1-Jun-09	8,217,083	10-Jul-12
Axcan Pharma Inc.	US	12/400,145	9-Mar-09		
Aptalis Pharma Canada Inc.	US	12/245648	3-Oct-08	7,541,384	2-Jun-09

<sup>1</sup> Correction of Applicant's name to Aptalis Pharma US, Inc. is in progress.

<sup>2</sup> Correction of Applicant's name to Aptalis Pharma US, Inc. is in progress.

<sup>3</sup> Correction of Applicant's name to Aptalis Pharma US, Inc. is in progress.

Grantor	Country	Application No.	Filing Date	Patent No.	Issue Date
Aptalis Pharma Canada Inc.	US	11/932961	31-Oct-07		
Aptalis Pharma Canada Inc.	US	09/581721	16-Jun-00	6,350,468	26-Feb-02
Aptalis Pharma Canada Inc.	US	08/722720	30-Sep-96	5,731,302	24-Mar-98
Aptalis Pharmatech, Inc.	US	PCT/US2012/036055	2-May-12		
Aptalis Pharmatech, Inc.	US	13/974,725	23-Aug-13		
Aptalis Pharmatech, Inc.	US	13/911,961	06-Jun-13		
Aptalis Pharmatech, Inc.	US	13/886,844	03-May-13		
Aptalis Pharmatech, Inc.	US	13/744,185	17-Jan-13		
Aptalis Pharmatech, Inc.	US	13/570,670	09-Aug-12		
Aptalis Pharmatech, Inc.	US	13/455,942	25-Apr-12		
Aptalis Pharmatech, Inc.	US	13/371,967	13-Feb-12		
Aptalis Pharmatech, Inc.	US	13/310,632	02-Dec-11		
Aptalis Pharmatech, Inc.	US	13/202,959	23-Feb-10		
Aptalis Pharmatech, Inc.	US	13/202,957	23-Feb-10		
Aptalis Pharmatech, Inc.	US	13/186,006	19-Jul-11		
Aptalis Pharmatech, Inc.	US	13/183,125	14-Jul-11		
Aptalis Pharmatech, Inc.	US	12/986,457	7-Jan-11		
Aptalis Pharmatech, Inc.	US	12/956,543	30-Nov-10		
Aptalis Pharmatech, Inc.	US	12/956,249	30-Nov-10		
Aptalis Pharmatech, Inc.	US	12/896,005	1-Oct-10		
Aptalis Pharmatech, Inc.	US	12/772,776	3-May-10	8,449,921	(withdrawn from issue)
Aptalis Pharmatech, Inc.	US	12/772,770	3-May-10		
Aptalis Pharmatech, Inc.	US	12/688,493	15-Jan-10		
Aptalis Pharmatech, Inc.	US	12/628,677	1-Dec-09		
Aptalis Pharmatech, Inc.	US	12/487,339	18-Jun-09	8,137,734	20-Mar-12

Grantor	Country	Application No.	Filing Date	Patent No.	Issue Date
Aptalis Pharmatech, Inc.	US	12/466,855	15-May-09		
Aptalis Pharmatech, Inc.	US	12/424,201	15-Apr-09		
Aptalis Pharmatech, Inc.	US	12/339,908	19-Dec-08		
Aptalis Pharmatech, Inc.	US	12/236,723	24-Sep-08	7,790,199	7-Sep-10
Aptalis Pharmatech, Inc.	US	12/236,719	24-Sep-08	7,829,121	9-Nov-10
Aptalis Pharmatech, Inc.	US	12/209,285	12-Sep-08	8,133,506	13-Mar-12
Aptalis Pharmatech, Inc.	US	12/166,757	2-Jul-08	7,919,115	5-Apr-11
Aptalis Pharmatech, Inc.	US	12/026,887	6-Feb-08	7,544,372	9-Jun-09
Aptalis Pharmatech, Inc.	US	12/026,882	6-Feb-08	7,820,203	26-Oct-10
Aptalis Pharmatech, Inc.	US	12/057,177	27-Mar-08		
Aptalis Pharmatech, Inc.	US	11/847,219	29-Aug-07		
Aptalis Pharmatech, Inc.	US	11/668,408	29-Jan-07		
Aptalis Pharmatech, Inc.	US	11/668,167	29-Jan-07		
Aptalis Pharmatech, Inc.	US	11/500,892	9-Aug-06		
Aptalis Pharmatech, Inc.	US	11/256,653	21-Oct-05		
Aptalis Pharmatech, Inc.	US	11/248,596	12-Oct-05		
Aptalis Pharmatech, Inc.	US	11/223,819	9-Sep-05		
Aptalis Pharmatech, Inc.	US	11/213,266	26-Aug-05		
Aptalis Pharmatech, Inc.	US	11/120,139	2-May-05		
Aptalis Pharmatech, Inc.	US	10/713,929	14-Nov-03	7,387,793	17-Jun-08
Aptalis Pharmatech, Inc.	US	10/675,656	30-Sep-03	7,048,945	23-May-06
Aptalis Pharmatech, Inc.	US	10/619,924	15-Jul-03	7,632,521	15-Dec-09
Aptalis Pharmatech, Inc.	US	10/453,848	2-Jun-03		
Aptalis Pharmatech, Inc.	US	10/335,295	31-Dec-02	8,367,111	05-Feb-13
Aptalis Pharmatech, Inc.	US	10/057,759	25-Jan-02	6,663,888	16-Dec-03
Eurand America, Inc.	US	09/967,803	27-Oct-00	6,344,215	5-Feb-02
Aptalis Pharmatech, Inc.	US	09/971,167	4-Oct-01	6,500,454	31-Dec-02
Aptalis Pharmatech, Inc.	US	09/778,645	7-Feb-01	6,627,223	30-Sep-03
Aptalis Pharmatech, Inc.	US	09/506,051	17-Feb-00	6,451,345	17-Sep-02

Grantor	Country	Application No.	Filing Date	Patent No.	Issue Date
Aptalis Pharmatech, Inc.	US	08/942,094	1-Oct-97	6,139,865	31-Oct-00
Aptalis Pharmatech, Inc.	US	08/804,091	20-Feb-97	5,814,332	29-Sep-98
Aptalis Pharmatech, Inc.	US	08/483,909	7-Jun-95	5,653,993	5-Aug-97
Aptalis Pharmatech, Inc.	US	08/423,182	18-Apr-95	5,622,963	22-Apr-97
Aptalis Pharmatech, Inc.	US	08/404,216	14-Mar-95	5,651,984	29-Jul-97
Aptalis Pharmatech, Inc.	US	08/383,342	3-Feb-95	5,639,475	17-Jun-97
Aptalis Pharmatech, Inc.	US	08/383,033	3-Feb-95	5,622,723	22-Apr-97
Aptalis Pharmatech, Inc.	US	08/203,034	28-Feb-94	5,449,521	12-Sep-95