

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2656633

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NPS PHARMACEUTICALS, INC.	12/20/2013
RECEIVING PARTY DATA	
Name:	DRUG ROYALTY L.P. 3
Street Address:	22 ST. CLAIR AVENUE EAST, SUITE 200
Internal Address:	C/O DRI CAPITAL INC.
City:	TORONTO
State/Country:	CANADA
Postal Code:	M4T 2S5
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	5496801
Patent Number:	6284730
Patent Number:	7018982
Patent Number:	7507715
Patent Number:	7749543
Patent Number:	8153588
Application Number:	13405093
Patent Number:	7708732
Patent Number:	5208041
CORRESPONDENCE DATA	
Fax Number:	(801)578-6999
Phone:	8015786920
Email:	bwgiddings@stoel.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	

OP \$360.00 5496801

Correspondent Name:	BARTON W. GIDDINGS
Address Line 1:	201 SOUTH MAIN, SUITE 1100
Address Line 4:	SALT LAKE CITY, UTAH 84111
ATTORNEY DOCKET NUMBER:	43023/100
NAME OF SUBMITTER:	BARTON W. GIDDINGS
Signature:	/Barton W. Giddings/
Date:	12/20/2013
Total Attachments: 5 source=Agreement for Recordation#page1.tif source=Agreement for Recordation#page2.tif source=Agreement for Recordation#page3.tif source=Agreement for Recordation#page4.tif source=Agreement for Recordation#page5.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT is made as of December 20, 2013,

BETWEEN:

NPS PHARMACEUTICALS, INC.,
a corporation existing under the laws of the
State of Delaware

(collectively with its successors and permitted
assigns, "**Debtor**"),

- and -

DRUG ROYALTY L.P. 3,
a Cayman Islands limited partnership

(collectively with its successors and permitted
assigns, "**Secured Party**").

WHEREAS Secured Party and Debtor have entered into an Amended and Restated Security Agreement dated as of December 20, 2013 (as such agreement may be amended, modified, supplemented or restated from time to time, the "**Security Agreement**"); and

WHEREAS pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in, among other assets, certain intellectual property of Debtor, and Debtor has agreed to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office;

NOW THEREFORE in consideration of the respective covenants, promises and agreements of the parties herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

1. Grant of Security Interest

As general and continuing collateral security for the due payment and performance of the Obligations (as such term is defined in the Security Agreement), Debtor hereby pledges, mortgages, charges and assigns (by way of security) to Secured Party, and grants to Secured Party, a security interest in, the patents described in Schedule A hereto (as such Schedule may be amended from time to time) and all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations thereof (collectively, the "**Patents**").

2. **Recordation**

Debtor authorizes and requests that the United States Patent and Trademark Office record this Patent Security Agreement.

3. **Paramountcy of Security Agreement**

This Patent Security Agreement is being entered into in accordance with the terms of the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patents made and granted hereby are more fully specified in the Security Agreement, the terms and provisions of which are incorporated by reference herein. In the event of a conflict between any provision of this Patent Security Agreement and any provision of the Security Agreement, the provision of the Security Agreement shall control.

4. **Termination**

This Patent Security Agreement shall terminate and all rights in the Patents shall revert to Debtor upon the termination of the Security Agreement, including termination of the Security Agreement in part, with respect to the Additional Collateral (as such term is defined in the Security Agreement), in accordance with the terms thereof.

5. **Successors and Assigns**

This Patent Security Agreement shall inure to the benefit of and shall be binding on and enforceable by and against the parties hereto and their respective successors and permitted assigns under the Security Agreement.

6. **Applicable Law**

This Patent Security Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York and the federal laws of the United States applicable therein, without giving effect to the principles of conflicts of law thereof except as set forth in Section 5-1401 of the New York General Obligations Law.

7. **Execution in Counterparts and Facsimile Delivery**

This Patent Security Agreement may be executed in one or more counterparts, all of which when taken together constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Patent Security Agreement.

NPS Pharmaceuticals, Inc.
550 Hills Drive, 3rd Floor
Bedminster, New Jersey 07921
United States of America

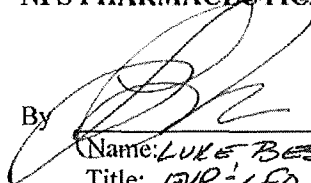
Attention of: General Counsel
Fax No.: (908) 450-5344
E-mail: estratemeier@npsp.com

Drug Royalty L.P. 3
c/o DRI Capital Inc.
22 St. Clair Avenue East
Suite 200
Toronto ON M4T 2S5

Attention of: Behzad Khosrowshahi
Fax No.: (416) 863-5161
E-mail: DRInotices@dricapital.com

NPS PHARMACEUTICALS, INC.

By


(Name: LUKE BESMAN
Title: VP - CFO

DRUG ROYALTY L.P. 3

By its General Partner, DRC
Management LLC 3

Name:
Title:

IN WITNESS WHEREOF the parties have executed this Patent Security Agreement.

NPS Pharmaceuticals, Inc.
550 Hills Drive, 3rd Floor
Bedminster, New Jersey 07921
United States of America

NPS PHARMACEUTICALS, INC.

By _____
Name:
Title:

Attention of: General Counsel
Fax No.: (908) 450-5344
E-mail: estratemeier@npsp.com

Drug Royalty L.P. 3
c/o DRI Capital Inc.
22 St. Clair Avenue East
Suite 200
Toronto ON M4T 2S5

DRUG ROYALTY L.P. 3

By its General Partner, DRC
Management LLC 3

Attention of: Behzad Khosrowshahi
Fax No.: (416) 863-5161
E-mail: DRIinotices@dricapital.com

Name: *Behzad Khosrowshahi*
Title: *manager*

SCHEDULE A**PATENTS**

<i>Country</i>	<i>Filing Date</i>	<i>Serial No.</i>	<i>Issue Date</i>	<i>Patent No.</i>	<i>Expiry Date</i>
U.S.	23 May '91	07/707114	4 May '93	5,208,041	23 May '11
U.S.	23 Dec '93	08/172,206	5 March '96	5,496,801	23 Dec '13
U.S.	14 Aug '98	09/125,247	4 Sep '01	6,284,730	8 June '18
U.S. Div Con	18 March '03	10/389,797	28 March '06	7,018,982	8 June '18
U.S.Div Con 2	19 Dec '05	11/305,339	24 March '09	7,507,715	8 June '18
U.S.Div	9 Jan '09	12/351,558	6 July '10	7,749,543	8 June '18
U.S.Div	23 June '10	12/822,089	10 April '12	8,153,588	8 June '18
U.S.Div	24 Feb '12	13/405,093		(2012/0148684)	
U.S.	15 Oct. '04	10/966,364	4 May '10	7,708,732	11 May '27