

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2664873

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SANTARUS, INC.	01/02/2014
RECEIVING PARTY DATA	
Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 19	
Property Type	Number
Application Number:	10938766
Application Number:	11138763
Application Number:	11287888
Application Number:	11338608
Application Number:	12847938
Application Number:	11868388
Application Number:	13766966
Application Number:	13766167
Application Number:	13857295
PCT Number:	US2004005170
PCT Number:	US2005011227
PCT Number:	US2005018585
PCT Number:	US2005042874
PCT Number:	US2004022914
PCT Number:	US2006002746

PCT Number:	US2004023044
PCT Number:	US2005003791
PCT Number:	US2005012863
PCT Number:	US2007080641

CORRESPONDENCE DATA

Fax Number: (202)662-6291
Phone: 2026626000
Email: jaugsburger@cov.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: COVINGTON & BURLING LLP
Address Line 1: 1201 PENNSYLVANIA AVENUE NW
Address Line 2: ATTN: PATENT DOCKETING
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	JENNIFER AUGSBURGER
Signature:	/Jennifer Augsburger/
Date:	01/02/2014

Total Attachments: 6
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of January 2, 2014 (this "**Agreement**"), among **SANTARUS, INC.**, a Delaware corporation, (the "**Grantor**"), located at 3611 Valley Centre Drive, Suite 400, San Diego, CA 92130, and **JEFFERIES FINANCE, LLC** ("**Jefferies**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement, dated as of January 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Borrower, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement, dated as of January 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Lenders party thereto and Jefferies, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrower) is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver the Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral 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 Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties that such Grantor now owns or at any time hereafter may acquire (collectively, the "**Patent Collateral**"):

- (a) all Patents (as defined in the Credit Agreement) issued by and pending Patent applications filed with the United States Patent and Trademark Office (or any successor office), including those listed on Schedule I;
- (b) all Proceeds and products of any and all of the foregoing; and
- (c) rights to sue for past, present and future infringements of any and all of the foregoing.

Section 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents record this Agreement.

Section 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Patent Collateral shall not include any Excluded Assets.

Section 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent in accordance with the terms of the Credit Agreement and the Guarantee and Collateral Agreement any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Patent Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SANTARUS, INC.

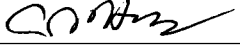
By: 

Name: Timothy J. Creech

Title: President

Acknowledged and Agreed by:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: E. Joseph Hess

Title: Managing Director

SCHEDULE I TO PATENT SECURITY AGREEMENT

U.S. Patents and Patent Applications

Owner	Country	Application Number	App Title	Filing Date	Patent Number	Issue Date
Santarus, Inc. and The Curators of the University of Missouri	Patent Cooperation Treaty	US2004/005170	A NOVEL FORMULATION, OMEPRAZOLE ANTACID COMPLEX-IMMEDIATE RELEASE, FOR RAPID AND SUSTAINED SUPPRESSION OF GASTRIC ACID	20-Feb-2004		
Santarus, Inc. and The Curators of the University of Missouri	Patent Cooperation Treaty	US2005/11227	A NOVEL FORMULATION, OMEPRAZOLE ANTACID COMPLEX-IMMEDIATE RELEASE, FOR RAPID AND SUSTAINED SUPPRESSION OF GASTRIC ACID	04-Apr-2005		
Santarus, Inc. and The Curators of the University of Missouri	United States of America	10/938,766	A NOVEL FORMULATION, OMEPRAZOLE ANTACID COMPLEX-IMMEDIATE RELEASE, FOR RAPID AND SUSTAINED SUPPRESSION OF GASTRIC ACID	10-Sep-2004		
Santarus, Inc.	Patent Cooperation Treaty	US2005/18585	PHARMACEUTICAL FORMULATIONS USEFUL FOR INHIBITING ACID SECRETION AND METHODS FOR MAKING AND USING THEM	25-May-2005		
Santarus, Inc.	Patent Cooperation Treaty	US2005/42874	PHARMACEUTICAL FORMULATIONS USEFUL FOR INHIBITING ACID SECRETION AND METHODS FOR MAKING AND USING THEM	28-Nov-2005		
Santarus, Inc.	United States of America	11/138,763	PHARMACEUTICAL FORMULATIONS USEFUL FOR INHIBITING ACID SECRETION AND METHODS FOR MAKING AND USING THEM	25-May-2005		
Santarus, Inc.	United States of America	11/287,888	PHARMACEUTICAL FORMULATIONS USEFUL FOR INHIBITING ACID SECRETION AND METHODS FOR MAKING AND USING THEM	28-Nov-2005		
Santarus, Inc.	Patent Cooperation Treaty	US2004/22914	PHARMACEUTICAL FORMULATIONS USEFUL FOR INHIBITING ACID SECRETION AND METHODS FOR MAKING AND USING THEM	16-Jul-2004		
Santarus, Inc.	Patent Cooperation Treaty	US2006/02746	PHARMACEUTICAL FORMULATIONS USEFUL FOR INHIBITING ACID SECRETION AND METHODS FOR MAKING AND USING THEM	24-Jan-2006		
Santarus, Inc.	United States of America	11/338,608	PHARMACEUTICAL FORMULATIONS USEFUL FOR INHIBITING ACID SECRETION AND METHODS FOR MAKING AND USING THEM	24-Jan-2006		
Santarus, Inc.	Patent Cooperation Treaty	US2004/23044	PHARMACEUTICAL FORMULATION AND METHOD FOR TREATING ACID-CAUSED GASTROINTESTINAL DISORDERS	16-Jul-2004		
Santarus, Inc.	United States of America	12/847,938	PHARMACEUTICAL FORMULATION AND METHOD FOR TREATING ACID-CAUSED GASTROINTESTINAL DISORDERS	30-Jul-2010		

Owner	Country	Application Number	App Title	Filing Date	Patent Number	Issue Date
Santarus, Inc.	Patent Cooperation Treaty	US2005/03791	COMBINATION OF PROTON PUMP INHIBITOR, BUFFERING AGENT, AND PROKINETIC AGENT	04-Feb-2005		
Santarus, Inc.	Patent Cooperation Treaty	US2005/12863	COMBINATION OF PROTON PUMP INHIBITOR, BUFFERING AGENT, AND PROKINETIC AGENT	15-Apr-2005		
Santarus, Inc.	Patent Cooperation Treaty	US2007/80641	NOVEL FORMULATIONS FOR IMMEDIATE RELEASE OF PROTON PUMP INHIBITORS AND METHODS OF USING THESE FORMULATIONS	05-Oct-2007		
Santarus, Inc.	United States of America	11/868,388	NOVEL FORMULATIONS FOR IMMEDIATE RELEASE OF PROTON PUMP INHIBITORS AND METHODS OF USING THESE FORMULATIONS	05-Oct-2007		
Santarus, Inc.	United States of America	13/766,966	ANTIBODY FORMULATIONS	15-Feb.-2013		
Santarus, Inc. and Cosmo Technologies Limited		13/766,167*	Uceris®	14-Feb. 2013		
Santarus, Inc. and Cosmo Technologies Limited		13/857,295*	Uceris®	5-Apr-2013		