

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2751267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CREALTA PHARMACEUTICALS LLC	02/21/2014
RECEIVING PARTY DATA	
Name:	FIFTH STREET FINANCE CORP., AS COLLATERAL AGENT
Street Address:	10 BANK STREET, 12TH FLOOR
City:	WHITE PLAINS
State/Country:	NEW YORK
Postal Code:	10606
PROPERTY NUMBERS Total: 21	
Property Type	Number
Patent Number:	6090799
Patent Number:	6576659
Patent Number:	5872147
Patent Number:	6670351
Patent Number:	6828313
Patent Number:	7132510
Patent Number:	8026274
Patent Number:	8053425
Application Number:	11166740
Patent Number:	8148123
Application Number:	11918292
Patent Number:	7811800
Patent Number:	8188224
Patent Number:	7964381
Patent Number:	8034594

Patent Number:	8178334
Application Number:	11379704
Patent Number:	8293228
Patent Number:	8541205
Patent Number:	8465735
Application Number:	13972167

# CORRESPONDENCE DATA

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Correspondent Name: CHRISTINE SLATTERY  
Address Line 1: PROSKAUER ROSE LLP  
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Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	28514/134
NAME OF SUBMITTER:	CHRISTINE SLATTERY
Signature:	/Christine Slattery/
Date:	03/04/2014

Total Attachments: 6  
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 21, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN JEFFERIES FINANCE LLC, AS THE FIRST LIEN AGENT AND FIFTH STREET FINANCE CORP., AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

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### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 21, 2014, is made by Crealta Pharmaceuticals LLC, a Delaware limited liability company (the "Grantor"), in favor of Fifth Street Finance Corp. ("Fifth Street"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 21, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Holdings, the Subsidiary Guarantors, the Lenders, Collateral Agent, and Fifth Street, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), the Lenders have severally agreed to make the Term Loan to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce each Lender to make the Term Loan thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security

interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents, IP Licenses subject to a security interest hereunder.

Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

**CREALTA PHARMACEUTICALS LLC,**  
as Grantor

By: Mark C Tatro  
Name: Mark Tatro  
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**FIFTH STREET FINANCE CORP.,**  
as Collateral Agent

By: Fifth Street Management LLC,  
its agent

By: Ivelin M. Dimitrov  
Name: Ivelin M. Dimitrov  
Title: Chief Investment Officer

[Signature Page to Patent Security Agreement]

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

Patents and patent applications

<b>Jurisdiction</b>	<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>	<b>Status/ Comments</b>
United States of America	Variant forms of urate oxidase and use thereof	11/918,297	11-Dec-2008	8,188,224	29-May-2012	Crealta Pharmaceuticals LLC	Granted
United States of America	Variant forms of urate oxidase and use thereof	13/461,170	01-May-2012	8,541,205	24-Sep-2013	Crealta Pharmaceuticals LLC	Granted
United States of America	Variant form of urate oxidase and use thereof	11/918,296	11-Apr-2006	7,811,800	12-Oct-2010	Crealta Pharmaceuticals LLC	Granted
United States of America	Variant form of urate oxidase and use thereof	12/879,084	10-Sep-2010	7,964,381	21-Jun-2011	Crealta Pharmaceuticals LLC	Granted
United States of America	Variant form of urate oxidase and use thereof	13/107,498	13-May-2011	8,034,594	11-Oct-2011	Crealta Pharmaceuticals LLC	Granted
United States of America	Variant form of urate oxidase and use thereof	13/226,891	07-Sep-2011	8,178,334	15-May-2012	Crealta Pharmaceuticals LLC	Granted
United States of America	Variant form of urate oxidase and use thereof	13/452,151	20-Apr-2012	8,293,228	23-Oct-2012	Crealta Pharmaceuticals LLC	Granted
United States of America	Variant form of urate oxidase and use thereof	13/623,512	20-Sep-2012	8,465,735	18-Jun-2013	Crealta Pharmaceuticals LLC	Granted
United States of America	Methods for lowering elevated uric acid levels using intravenous injection of peg-uricase	11/539,475	06-Oct-2006	8,148,123	03-Apr-2012	Crealta Pharmaceuticals LLC	Granted
United States of America	Variant forms of urate oxidase and use thereof	13/972,167	21-Aug-2013			Crealta Pharmaceuticals LLC	Pending
United States of America	Purification of proteins with cationic surfactant	11/918,292	14-Aug-2009			Crealta Pharmaceuticals LLC	Published
United States of America	Method and kits for predicting infusion reaction risk and antibody-mediated loss of response by monitoring serum uric acid during pegylated uricase therapy	13/379,704	08-Aug-2012			Crealta Pharmaceuticals LLC	Published
United States of America	The use of oxandrolone in the treatment of chronic obstructive pulmonary disease	08/986,015	07-Dec-1997	5,872,147	16-Feb-1999	Crealta Pharmaceuticals LLC	Granted

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
United States of America	Specific human antibodies for selective cancer therapy	10/029,926	31-Dec-2001	7,132,510	07-Nov-2006	Crealta Pharmaceuticals LLC	Granted
United States of America	Antibodies and uses thereof	11/166,740	27-Jun-2005			Crealta Pharmaceuticals LLC	Published
United States of America	Method for ameliorating muscle weakness/wasting in a patient infected with human immunodeficiency virus-type 1	09/469,817	22-Dec-1999	6,670,351	30-Dec-2003	Crealta Pharmaceuticals LLC	Granted
United States of America	Method for ameliorating muscle weakness/wasting in a patient infected with human immunodeficiency virus-type 1	08/244,988	22-Jun-1995	6,090,799	18-Jul-2000	Crealta Pharmaceuticals LLC	Granted
United States of America	Use Of Oxandrolone In The Treatment Of Burns And Other Wounds	10/799,264	12-Mar-2004	8,053,425	8-Nov-2011	Crealta Pharmaceuticals LLC	Granted
United States of America	Use Of Oxandrolone In The Treatment Of Burns And Other Wounds	10/799,197	2-Sep-2004	8,026,274	27-Sep-2011	Crealta Pharmaceuticals LLC	Granted
United States of America	Use Of Oxandrolone In The Treatment Of Burns And Other Wounds	10/011,377	22-Oct-2001	6,828,313	7-Dec-2004	Crealta Pharmaceuticals LLC	Granted
United States of America	Use Of Oxandrolone In The Treatment Of Burns And Other Wounds	08/985,734	5-Dec-1997	6,576,659	10-Jun-2003	Crealta Pharmaceuticals LLC	Granted