

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2914424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ALKERMES PHARMA IRELAND LIMITED	06/10/2014
RECEIVING PARTY DATA	
Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8669281
Application Number:	14212745
Application Number:	14180687
Application Number:	61955976
Application Number:	61943699
Application Number:	61950541
PCT Number:	US2014027401
CORRESPONDENCE DATA	
Fax Number:	(650)838-5109
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	650-838-3743
Email:	JLIK@SHEARMAN.COM
Correspondent Name:	BENJAMIN PETERSEN
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR
Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	PALO ALTO, CALIFORNIA 94306
ATTORNEY DOCKET NUMBER:	35613/12286
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	06/25/2014

PATENT

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of June 10, 2014 ("Patent Security Agreement"), made by ALKERMES PHARMA IRELAND LIMITED, a private limited company incorporated in Ireland (registered number 448848) whose registered office is at Connaught House, 1 Burlington Road, Dublin 4, Ireland (the "Grantor"), is in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a First Lien Guarantee and Collateral Agreement, dated as of September 16, 2011, as amended on September 25, 2012 (the "Guarantee and Collateral Agreement") in favor of the Collateral Agent and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, the "Administrative Agent") pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has created in favor of the Collateral Agent a security interest in the Patent Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and provide financial accommodation, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) all patents, patent applications, certificates of inventions, industrial designs (whether issued or applied for in the United States or any other country or any political subdivision thereof), including, without limitation, each issued patent and patent application identified on Schedule 1 attached hereto, together with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, extensions and continuations-in-part thereof and amendments thereto, (iii) income, fees, royalties, damages, and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages, claims and payments for past, present and future infringements, misappropriations and other violations thereof, (iv) rights and remedies to sue for past, present and future infringements, misappropriations and other violations of any of the foregoing and (v) rights, priorities, and privileges corresponding to any of the foregoing throughout the world ("Patents") of such Grantor, including, without limitation, the registered and applied for Patents of such Grantor listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any of the foregoing;

provided, that (i) this Patent Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement; and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and

automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Patent Security Agreement is granted concurrently and in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

The term of this Patent Security Agreement shall be co-terminus with the Guarantee and Collateral Agreement.

Grantor hereby authorizes and requests that (i) with respect to the Intellectual Property listed on Part-I of Schedule 1, the Commissioner of Patents and Trademarks and (ii) with respect to the Intellectual Property listed on Part-II of Schedule 1, the appropriate filing office in the Republic of Ireland record this Patent Security Agreement.

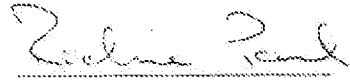
THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

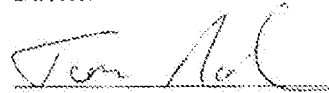
This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Patent Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

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IN WITNESS WHEREOF, each Grantor has caused this PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

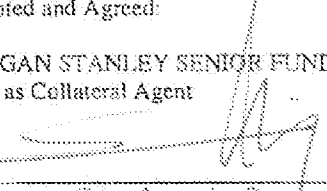
GIVEN under the common seal of
ALKERMES PHARMA IRELAND
LIMITED and delivered as a deed:


Director


Director/Secretary
(ASSISTANT)

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent

By: 
Name: Stephen B. Kline
Title: VP

PATENTS Part-I

Case Number: ALT-012
Invention Title: Prodrugs of Fumarates and Their Use in Treating Various Diseases
Division: Alkermes Pharma Ireland Ltd.

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America		ORD	Granted	14/032,736	20-Sep-2013	8,669,281	11-Mar-2014	20-Sep-2033

Status Change: *Newly Issued*

Case Number: ALT-012
Invention Title: Prodrugs of Fumarates and Their Use in Treating Various Diseases
Division: Alkermes Pharma Ireland Ltd.

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
Patent Cooperation Treaty		ORD	Pending	PCT/US2014/027401	14-Mar-2014			
United States of America	A	ORD	Pending	14/212,745	14-Mar-2014			
United States of America	DV	ORD	Pending	14/180,687	14-Feb-2014			

Status Change: *Newly Filed*

Case Number: ALT-014
Invention Title: Arifprazole Formulations Having Increased Injection Speeds
Division: Alkermes Pharma Ireland Ltd.

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	1	PRO	Pending	61/955,976	20-Mar-2014			20-Mar-2015

Status Change: *Newly Filed*

Case Number: ALI-015
Invention Title: Sulfonamide and Sulfanamide Prodrugs of Fumarates and Their Use in Treating Various Diseases
Division: Alkermes Pharma Ireland Ltd.

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	1	PRO	Pending	61/943,699	24-Feb-2014			24-Feb-2015

Status Change: Newly Filed

Case Number: ALI-016
Invention Title: Combination Therapies Comprising Fumarates and Prodrugs Thereof
Division: Alkermes Pharma Ireland Ltd.

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	1	PRO	Pending	61/950,541	10-Mar-2014			10-Mar-2015

Status Change: Newly Filed