

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2948183

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
APRECIA PHARMACEUTICALS COMPANY	06/03/2014
RECEIVING PARTY DATA	
Name:	INVENTIV HEALTH, INC.
Street Address:	ONE VAN DE GRAAFF DRIVE
City:	BURLINGTON
State/Country:	MASSACHUSETTS
Postal Code:	02204
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	11750887
Application Number:	14016697
PCT Number:	US1357466
PCT Number:	US1428954
Application Number:	14277901
Application Number:	61791444
PCT Number:	US1429168
Application Number:	61791592
PCT Number:	US1428125
Application Number:	61791726
CORRESPONDENCE DATA	
Fax Number:	(614)464-2634
<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:	614 462-5458
Email:	trademarks@keglerbrown.com
Correspondent Name:	KEGLER BROWN HILL & RITTER / SCB - PF
Address Line 1:	65 EAST STATE STREET
Address Line 2:	SUITE 1800
Address Line 4:	COLUMBUS, OHIO 43215
ATTORNEY DOCKET NUMBER:	104601.APRECIA

PATENT

NAME OF SUBMITTER:	STEPHEN C. BARSOTTI
SIGNATURE:	/SCB/
DATE SIGNED:	07/22/2014
Total Attachments: 12 source=Aprecia IP Security Agmt#page1.tif source=Aprecia IP Security Agmt#page2.tif source=Aprecia IP Security Agmt#page3.tif source=Aprecia IP Security Agmt#page4.tif source=Aprecia IP Security Agmt#page5.tif source=Aprecia IP Security Agmt#page6.tif source=Aprecia IP Security Agmt#page7.tif source=Aprecia IP Security Agmt#page8.tif source=Aprecia IP Security Agmt#page9.tif source=Aprecia IP Security Agmt#page10.tif source=Aprecia IP Security Agmt#page11.tif source=Aprecia IP Security Agmt#page12.tif	

EXECUTION VERSION

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE SECURITY INTEREST OF SECURED PARTY GRANTED HEREUNDER IS SUBJECT AND SUBORDINATE TO THE SECURITY INTEREST GRANTED BY DEBTOR TO EACH HOLDER OF SENIOR DEBT, INCLUDING AS PROVIDED IN ANY AND ALL SUBORDINATION AGREEMENT(S).

SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Subordinated Intellectual Property Security Agreement (this “*Agreement*”) is made effective as of June 3, 2014 (the “*Effective Date*”), by *Aprezia Pharmaceuticals Company*, a Delaware corporation (“*Debtor*”), and delivered to *inVentiv Health, Inc.*, a Delaware corporation (“*Secured Party*”).

Background:

A. This Agreement is being executed contemporaneously with that certain Exclusive Promotion and Royalty Agreement dated as of the Effective Date by and between Debtor and Secured Party (as supplemented, restated, amended, superseded or replaced from time to time, the “*Promotion Agreement*”). Capitalized terms not defined herein shall have the meanings given to such terms in the Promotion Agreement.

B. Debtor has adopted, used, and is using (or has filed applications for the registration of) the patents, patent rights and patent applications (collectively, the “*Patents*”), the trademarks, service marks, trade names, service trademark applications and service trade names (collectively, the “*Trademarks*”), and the copyrights and copyright applications and licenses (collectively, the “*Copyrights*”), all as listed on *Schedule A* attached hereto and made part hereof (all such Patents, Trademarks, Copyrights, along with associated goodwill relating thereto, hereinafter referred to as the “*Assets*”).

C. Pursuant to this Agreement, Secured Party is acquiring a lien on, and security interest in, the Assets, and the registration thereof, together with all the goodwill of Debtor associated therewith and represented thereby, as security for Debtor’s obligations to make payments to the extent required under Section 11.06(c) and 11.06(d) of the Promotion Agreement and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office, the United States Copyright Office, or other relevant office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Subject to the terms of any and all Subordination Agreement(s), in consideration of and pursuant to the terms of the Promotion Agreement, and all other instruments, agreements and documents entered into in connection therewith, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Debtor’s obligations to make payments to the extent required under Section 11.06(c) and 11.06(d) of the Promotion Agreement (collectively, the “*Obligations*”), Debtor grants a lien and security interest to Secured

Party in all of its present and future right, title, and interest in and to the Assets, including, without limitation, the goodwill of Debtor associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements and the proceeds thereof, including, without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits *provided, however*, that the security interest created by this Agreement shall not extend to, and the term "Assets" shall not include, any lease, license or other agreement to the extent that a grant of a security interest thereon would violate or invalidate such lease, license, agreement or create a right of termination in favor of any other party thereto (other than Debtor). Debtor hereby authorizes Secured Party to file a copy of this Agreement in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to perfect Secured Party's security interest in the Assets as set forth herein.

2. Debtor hereby covenants and agrees to use commercially reasonable efforts to maintain the Assets in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full.

3. Debtor represents and warrants to the Secured Party, and covenants with the Secured Party, as follows:

- (a) except as disclosed on *Schedule B*, attached hereto and incorporated herein by reference, the Assets are subsisting and have not been adjudged invalid or unenforceable;
- (b) except as disclosed on *Schedule B*, (1) Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Assets, and (2) each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Debtor not to sue third persons;
- (c) Debtor has the unqualified right, power and authority to enter into this Agreement and to perform its terms; and
- (d) each of the Assets listed on *Schedule A* constitute all of the Assets, and all applications for any of the foregoing, now owned by Debtor, except as otherwise disclosed in writing by Debtor to Secured Party. If, before all Obligations have been indefeasibly paid or terminated in accordance with the Promotion Agreement, Debtor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, copyrights, or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright, or copyright registration, or application or license renewal or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright, copyright registration, or application or license renewal or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the

Assets. From time to time upon Secured Party's reasonable request, Debtor shall provide Secured Party and Secured Party's counsel with an amended *Schedule A* listing Debtor's Assets in form and substance reasonably satisfactory to Secured Party.

4. Debtor further covenants that, until all of the Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, that violates Debtor's obligations under this Agreement, except for as set forth in the Subordination Agreement, agency, co-marketing, and co-branding agreements.

5. So long as an event of default with respect to the Obligations ("*Default*") has not occurred and is not continuing under the Promotion Agreement, Debtor shall continue to have the exclusive right to use the Assets, and Secured Party shall have no right to use the Assets or to issue any exclusive or non-exclusive license with respect thereto, or to assign, pledge, or otherwise transfer title in the Assets to anyone else; provided that Secured Party may assign any or all of its rights or obligations under this Agreement to one or more of its Affiliates without prior written consent of Debtor.

6. Following a continuing Default, except as expressly permitted by the terms of any Subordination Agreement, Debtor agrees not to sell, license, grant any option, assign, or further encumber its rights and interest in the Assets under any circumstance without prior written consent of Secured Party, which consent will not be unreasonably withheld or delayed.

7. Subject to the terms of the Subordination Agreement, upon the occurrence and continuance of a Default under the Promotion Agreement, Debtor hereby covenants and agrees that Secured Party, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Delaware, may take such action permitted under the Promotion Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Promotion Agreement and may not be modified without the written consent of the parties hereto. Notwithstanding anything to the contrary, express or implied, contained in this Agreement or in the Promotion Agreement, the security interest created hereby, and Secured Party's rights and remedies hereunder, are subordinate in priority to the prior security interest of each Holder of Senior Debt and subject to the rights and remedies of each holder of Senior Debt, including as provided in any and all Subordination Agreement(s).

9. All rights and remedies herein granted to Secured Party shall be in addition to any rights and remedies granted under the Promotion Agreement. In the event of an inconsistency between this Agreement and the Promotion Agreement, the language of the Promotion Agreement shall control.

10. Upon the full and unconditional satisfaction or termination of all of the Obligations under the Promotion Agreement, Secured Party shall execute and deliver to Debtor all documents reasonably necessary or requested by Debtor to terminate Secured Party's security interest in the Assets.

11. Subject to the terms of the Promotion Agreement, Debtor shall have the duty to use commercially reasonable efforts to prosecute any trademark or patent application with respect to the Assets pending as of the Effective Date or thereafter, until all of the Obligations shall have been indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Assets. Any expenses incurred in connection with such applications shall be borne by Debtor. Debtor shall not unreasonably abandon any Patent, Trademark or Copyright without the prior written consent of Secured Party.

12. Debtor shall have the right to bring suit in its own name to enforce the Assets, in which event Secured Party may, if Debtor reasonably deems it necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied, in its sole discretion, that Secured Party is not thereby incurring any risk of liability because of such joinder. Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this paragraph.

13. Upon the occurrence and continuance of a Default under the Promotion Agreement, Secured Party may, without any obligation to do so, complete any obligation of Debtor hereunder, in Debtor's name or in Secured Party's name, but at Debtor's expense, and Debtor hereby agrees to reimburse Secured Party in full for all documented costs and out-of-pocket expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Assets.

14. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising on the part of Secured Party any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Secured Party's rights and remedies with respect to the Assets, whether established hereby, by the Promotion Agreement or by any other future agreements between Debtor and Secured Party or by law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; *provided, however*, that neither party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, or transfer or assign any interest granted herein without the prior written consent of the other party provided further that if the Secured Party assigns all of its rights and obligations under the Promotion Agreement and all ancillary agreements related thereto, then the Secured Party may assign any or all of its rights or obligations under this Agreement to one or more of its Affiliates without prior written consent of Debtor.

17. This Agreement shall be governed by and construed in conformity with the laws of the State of Delaware without regard to its otherwise applicable principles of conflicts of laws.

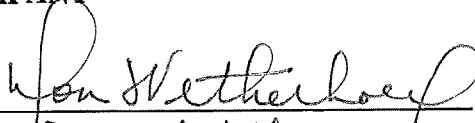
18. DEBTOR AND SECURED PARTY EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER.

19. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. The signature pages of each such counterpart may be detached from the several counterparts and attached to a single copy of this document to physically form a single instrument. Facsimile signatures by the parties (including those transmitted via "PDF" format) shall be binding to the same extent as original signatures.

[The remainder of this page has intentionally been left blank. The signature page, which may be executed in multiple counterparts, follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Subordinated Intellectual Property Security Agreement the Effective Date.

**APRECIA PHARMACEUTICALS
COMPANY**

By: 
Name: Don Wetherhold
Title: Chief Executive Officer

Approved and Accepted:

INVENTIV HEALTH, INC.

By: _____
Name:
Title:

**[SIGNATURE PAGE TO SUBORDINATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have executed this Subordinated Intellectual Property Security Agreement the Effective Date.

**APRECIA PHARMACEUTICALS
COMPANY**

By: _____
Name:
Title:

Approved and Accepted:

INVENTIV HEALTH, INC.

By: Jonathan Bicknell
Name: Jonathan Bicknell
Title: CFO

**[SIGNATURE PAGE TO SUBORDINATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT]**

CORPORATE ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :
STATE OF OHIO : SS
COUNTY OF WARREN :

Acknowledged before me on this 3rd of June, 2014, before me personally appeared Don Wetherhold, to me known and being duly sworn, deposes and says that he is the Chief Executive Officer of Aprecia Pharmaceuticals Company, the Debtor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and that he desires the same to be recorded as such.

A. Scott Fruechtmeyer
Notary Public A. SCOTT FRUECHTEMEYER, Attorney at Law
My Commission Expires: _____ Notary Public - State of Ohio
~~My~~ commission has no expiration date
Section 147.03 R.C.

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

Acknowledged before me on this ____ of _____, before me personally appeared _____, to me known and being duly sworn, deposes and says that he is the _____ of inVentiv Health, Inc., the Secured Party described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public
My Commission Expires: _____

[ACKNOWLEDGMENT PAGE TO SUBORDINATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT]

CORPORATE ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

Acknowledged before me on this ____ of _____, before me personally appeared _____, to me known and being duly sworn, deposes and says that he is the _____ of Aprecia Pharmaceuticals Company, the Debtor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and that he desires the same to be recorded as such.

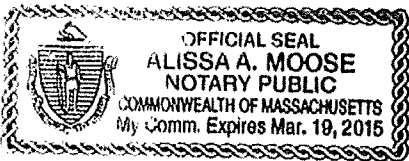
Notary Public
My Commission Expires: _____

UNITED STATES OF AMERICA :
STATE OF Massachusetts : SS
COUNTY OF Middlesex :

Acknowledged before me on this 3rd of June 2014, before me personally appeared Jon Bicknell, to me known and being duly sworn, deposes and says that he is the _____ of inVentiv Health, Inc., the Secured Party described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Alissa A. Moose

Notary Public
My Commission Expires: March 19, 2015



[ACKNOWLEDGMENT PAGE TO SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

TRADEMARK	NUMBER	ISSUED	OWNER
ZIPDOSE®	U.S. 4,444,026	Dec. 3, 2013	Aprecia Pharmaceuticals Company
ZipDose® [design]	U.S. 4,502,502	March 25, 2014	Aprecia Pharmaceuticals Company
Aprecia Pharmaceuticals®	U.S. 3,621,718 [service mark]	May 19, 2009	Aprecia Pharmaceuticals Company
SPRITAM®	U.S. 4,502,295	March 25, 2014	Aprecia Pharmaceuticals Company
EXPREEZ™	U.S. SN 85/630,194	Pending	Aprecia Pharmaceuticals Company
VULOXA™	U.S. SN 85/736,931	Pending	Aprecia Pharmaceuticals Company
BAZAETROL™	U.S. SN 85/736,925	Pending	Aprecia Pharmaceuticals Company
ZIPDOSE	U.S. SN 86/153,689	Pending	Aprecia Pharmaceuticals Company

PATENT	NUMBER	ISSUED	OWNER
Dosage forms and methods of use thereof	SN 11/750,887 US20070259010 (pending) EP1827391A3 (pending)		Aprecia Pharmaceuticals Company
Three-dimensional Printing System and Equipment Assembly	SN 14/016,697 US20140065194 (pending) PCT/US2013/57466		Aprecia Pharmaceuticals Company

	WO2014039378 A1		
Rapid Disperse Dosage Form containing Levetiracetam	PCT/US14/28954 (pending) U.S. SN 14/277901 (pending) Provisional SN 61/791,444		Aprecia Pharmaceuticals Company
Rapid Disperse Dosage Form of Topiramate	PCT/US2014/29168 (pending) Provisional SN 61/791,592		Aprecia Pharmaceuticals Company
Rapid Disperse Dosage Form of Oxcarbazepine	PCT/US2014/28125 (pending) Provisional SN 61/791,726		Aprecia Pharmaceuticals Company

COPYRIGHT	NUMBER	ISSUED	OWNER
N/A			

LICENSES	NUMBER	ISSUED	OWNER
[REDACTED]			[REDACTED]

SCHEDULE B

[REDACTED]