PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3476631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
U.S. BANK NATIONAL ASSOCIATION	03/18/2014

RECEIVING PARTY DATA

Name:	SAVIENT PHARMA HOLDINGS, INC.
Street Address:	103 FOULK ROAD
Internal Address:	SUITE 273
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19803

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5872147
Patent Number:	6090799
Patent Number:	6576659
Patent Number:	6828313

CORRESPONDENCE DATA

Fax Number:

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.

Email:	lmurphy@dsiplaw.com
Correspondent Name:	SERVILLA WHITNEY LLC
Address Line 1:	33 WOOD AVENUE SOUTH
Address Line 2:	SUITE 830
Address Line 4:	ISELIN, NEW JERSEY 08830

ATTORNEY DOCKET NUMBER:	AMP0231
NAME OF SUBMITTER:	SCOTT S. SERVILLA
SIGNATURE:	/Scott S. Servilla, Reg. #40806/
DATE SIGNED:	08/10/2015

Total Attachments: 63
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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 09:41 AM 03/18/2014
INITIAL FILING # 2012 1802257
AMENDMENT # 2014 1036698
SRV: 140341847

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. CT Lien Solutions
Attn: John Cunningham
208 South LaSalle St
Suite 814
Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2012 1802257 filed 05/09/2012

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement.

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9.
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ PARTY INFORMATION CHANGE:
Check one of these two boxes: This Change affects ☐ Debtor or ☐ Secured Party of record
AND Check one of these three boxes to: ☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b, and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

The UCC Financing Statement Amendment made is a partial release all of Secured Party's right, title and interest in and to the rights, property and assets of Debtor, wherever located, whether tangible or intangible which were sold and transferred by Debtor to Crealta Pharmaceuticals LLC, a Delaware limited liability company, ("Purchaser") pursuant to that certain Acquisition Agreement dated as of December 10, 2013 (the "Asset Purchase Agreement"), as in effect on the Closing Date (as defined in the Asset Purchase Agreement) (the "Acquired Assets"), and as more specifically described on Exhibit A.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here: ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
U.S. Bank National Association, as Collateral Agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
File with the Delaware SOS Savient Pharma Holdings, Inc. (Debtor)

PATENT
REEL: 036316 FRAME: 0909

Exhibit A

Debtor/Seller:
Savient Pharma Holdings, Inc.

Secured Party:
U.S. Bank National Association, as Collateral Agent

1. The UCC Financing Statement Amendment made is a partial release all of Secured Party's right, title and interest in and to the following rights, property and assets of Debtor, wherever located, whether tangible or intangible which were sold and transferred by Debtor/Seller to Crealta Pharmaceuticals LLC, a Delaware limited liability company, ("Purchaser") pursuant to that certain Acquisition Agreement dated as of December 10, 2013 (the "Acquisition Agreement"), as in effect on January 9, 2014 (the "Acquired Assets"):

[redacted]

[redacted]

[redacted]

(d) all (i) patents and patent applications, including provisionals, continuations, continuations-in-part, divisionals, substitutions, reissues, reexaminations and any extensions and supplementary protection certificates; (ii) trademarks, service marks, trade dress, trade names, logos, slogans, Internet domain names and other similar designations of source or origin, together with the goodwill symbolized by, and any registrations and applications for, the foregoing; (iii) copyrights and database rights, and any copyright registrations and applications; (iv) trade secrets, including trade secret rights in inventions, discoveries, know-how, proprietary processes, formulae, protein sequences, standards for comparison, research and development information, clinical data, cell lines, dedicated toll free product lines, manufacturing technology and data, marketing and sales information, customer lists and supplier lists; and (v) any other intellectual property rights recognized in any relevant jurisdiction (collectively, "Intellectual Property"),

[redacted]

including such of the foregoing as are listed or described on Schedule 1.1(d) or Schedule 1.1(l);

[redacted]

(j) all goodwill associated with the Acquired Assets and the Assumed Liabilities;

[redacted]

(l) the assets as set forth on Schedule 1.1(l) to the extent not set forth in items (a) through (k) above.

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3. For purposes of this Exhibit and the UCC Financing Statement Amendment to which this Exhibit is attached, the following terms have the following meanings:

"*Affiliate*" means, with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person.

"*Ancillary Documents*" means the Bill of Sale, Assignment and Assumption Agreement, Intellectual Property Assignment Agreement, Escrow Agreement and each other agreement, document or instrument (other than the Acquisition Agreement) executed and delivered by the parties to the Acquisition Agreement in connection with the consummation of the transactions contemplated by the Acquisition Agreement.

[redacted]

"*Assignment and Assumption Agreement*" means that certain assignment and assumption agreement, dated as of January 9, 2014, by and among Sellers and Purchaser.

"*Assumed Liabilities*" means all of the liabilities and obligations of the Sellers and their Affiliates with respect to, arising out of or relating to, only the following:

(a) the ownership, possession or use of the Acquired Assets on and after 11:59 p.m. New York City time on January 9, 2014; and

(b) all liabilities and obligations arising under the Assigned Contracts (which, for the avoidance of doubt, shall include all Cure Costs).

"*Bankruptcy Code*" means Chapter 11 of Title 11 of the United States Code.

"*Bankruptcy Court*" means the United States Bankruptcy Court for the District of Delaware.

"*Benefit Plan*" means a plan, program, agreement or other arrangement providing for employment, compensation, retirement, deferred compensation, severance, separation, relocation, repatriation, expatriation, termination pay, performance awards, bonus, incentive, stock option, stock purchase, stock bonus, phantom stock, stock appreciation right, supplemental retirement or other pension or welfare benefits, whether written or unwritten, including each "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, which is or has been sponsored, maintained, contributed to, or required to be contributed to by the Sellers or any of their Subsidiaries and any trade or business (whether or not incorporated) that is or at any relevant time was treated as a single employer with the Sellers or any of their Subsidiaries within the meaning of Section 414(b), (c), (m) or (o) of the Code for the benefit of any employee or former employee of the Sellers or any of their Subsidiaries.

"*Bill of Sale*" means that certain bill of sale, dated as of January 9, 2014 by Sellers in favor and for the benefit of Purchaser.

"*Business*" means the specialty biopharmaceutical business conducted by the Sellers [redacted]

"*Confidentiality Agreement*" means that certain confidentiality agreement, dated as of July 29, 2013, by and between Savient Pharmaceuticals, Inc., a Delaware corporation and the Purchaser.

"*Contract*" means any loan or credit agreement, bond, debenture, note, mortgage, indenture, lease, supply agreement, license agreement, development agreement or other contract, agreement, obligation, commitment or instrument that is legally binding.

"*Cure Costs*" means any and all cure and reinstatement costs or expenses of or relating to the assumption and assignment of the Assigned Contracts included in the Acquired Assets paid at or prior to the Closing by the Purchaser pursuant to Section 365 of the Bankruptcy Code and the Sale Order.

"*Escrow Agreement*" means that certain escrow agreement, dated as of January 9, 2014, by and among the Purchaser, the Parent, and Wells Fargo Bank, National Association.

"*Excluded Liabilities*" means any liabilities or obligations of any Seller or any Affiliate thereof other than the Assumed Liabilities.

"*Governmental Entity*" means any federal, state, provincial, local, county or municipal government, governmental, judicial, regulatory or administrative agency, commission, board, bureau or other authority or instrumentality, domestic or foreign.

"*Intellectual Property Assignment Agreements*" means those certain trademark assignment and patent assignment agreements, dated as of January 9, 2014, by and between Sellers and Purchaser.

"*Parent*" means Savient Pharmaceuticals, Inc., a Delaware corporation.

"*Parent Confidentiality Agreement*" means means those agreements by and between the Parent, on the one hand, and Persons expressing an interest in acquiring an ownership interest in the Parent or the Business, on the other hand, with respect to the use and confidentiality of information about the Parent and its Affiliates and the Business and certain other obligations.

[redacted]

"*Permits*" means any permit, approval, concession, grant, franchise, license and other approval of or by any Governmental Entity.

"*Person*" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization or Governmental Entity or any other entity.

"*Sale Order*" means an order of the Bankruptcy Court in substantially the authorizing and approving the sale of the Acquired Assets to the Purchaser on the terms and conditions set forth therein.

"*Sellers*" means Savient Pharmaceuticals, Inc., a Delaware corporation and Savient Pharma Holdings, Inc., a Delaware corporation.

"*Subsidiary*" means with respect to any Person, any other Person as to which it owns, directly or indirectly, or otherwise controls, more than fifty percent (50%) of the voting shares or other similar interests.

"*Tax*" or "*Taxes*" means all taxes, assessments, duties, fees, levies, imposts or other similar charges, including all federal, state, or foreign income, environmental, franchise, transfer, sales, gross receipt, use, ad valorem, property, excise, severance, stamp, payroll, social security, employment, unemployment, withholding, and estimated taxes, and all additions to tax, penalties, and interest related thereto.

Schedule 1.1(a)

Vendor Name	Contract Type	Effective Date	Description
[redacted]			

[redacted]

Vendor Name	Contract Type	Effective Date	Description
[redacted]			

[redacted]

Vendor Name	Contract Type	Effective Date	Description
[redacted]			

[redacted]

Schedule 1.1(d)

See Attachment 3.11(a).

[redacted]

Schedule 1.1(l)

[redacted]

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[redacted]

Intellectual Property

1. All patents and patent applications, including provisionals, continuations, continuations-in-part, divisionals, substitutions, reissues, reexaminations and any extensions and supplementary protection certificates; trademarks, service marks, trade dress, trade names, logos, slogans, Internet domain names and other similar designations of source of origin, together with the goodwill symbolized by, and any registrations and applications for, the forgoing; copyrights and database rights, and any copyrights registrations and applications; trade secrets, including trade secrets rights in inventions, discoveries, know-how, propriety processes, formulae, protein sequences, standards for comparison, research and development information, clinical data, cell lines, dedicated toll free product lines, manufacturing technology and data, marketing and sales information, customer lists and supplier lists; and any other intellectual property rights recognized in any relevant jurisdiction (collectively "Intellectual Property"), including such of the foregoing as are listed or described on this Schedule or Schedule 1.1(d).

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Attachment 3.11(a)

Intellectual Property

Patents and patent applications

[redacted]

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
[redacted]							

PATENT
REEL: 036316 FRAME: 0927

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments

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Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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[redacted]							

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
[redacted]							

[redacted]

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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	Savient Pharmaceuticals, Inc.	Granted
[redacted]							

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
[redacted]							

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
[redacted]							

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
[redacted]							

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
[redacted]							
United States of America	Method for ameliorating muscle weakness/wasting in a patient infected with human immunodeficiency virus type-1	08/244,988	20-Jun-1994	6,090,799	18-Jul-2000	Savient Pharmaceuticals, Inc.	Abandoned
[redacted]							

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
United States of America	The use of oxandrolone in the treatment of burns and other wounds	08/985,734	05-Dec-1997	6,576,659	10-Jun-2003	Savient Pharmaceuticals, Inc.	Abandoned
United States of America	The use of oxandrolone in the treatment of burns and other wounds	10/011,377	22-Oct-2001	6,828,313	07-Dec-2004	Savient Pharmaceuticals, Inc.	Abandoned

[redacted]

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments

Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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Jurisdiction	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
[redacted]							

Trademark Registrations and Applications

[redacted]

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
[redacted]							

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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United States of America	OXANDRIN	75/344,954	21-Aug-1997	2,184,089	25-Aug-1998	Savient Pharmaceuticals, Inc.	Registered
[redacted]							
United States of America	OXANDRIN	74/215,022	24-Oct-1991	1,754,811	02-Mar-1993	Savient Pharmaceuticals, Inc.	Renewed
[redacted]							

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/
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Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
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