

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3506874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
KADMON PHARMACEUTICALS, LLC			08/28/2015
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PERCEPTIVE CREDIT OPPORTUNITIES FUND, LP		
<b>Street Address:</b>	499 PARK AVENUE, 25TH FLOOR		
<b>Internal Address:</b>	C/O PERCEPTIVE ADVISORS LLC		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	6720000		
<b>Patent Number:</b>	7538094		
<b>Patent Number:</b>	7723310		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	TDinh@mofo.com		
<b>Correspondent Name:</b>	MORRISON & FOERSTER LLP		
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<b>ATTORNEY DOCKET NUMBER:</b>	72295-8		
<b>NAME OF SUBMITTER:</b>	TUAN DINH		
<b>SIGNATURE:</b>	/Tuan Dinh/		
<b>DATE SIGNED:</b>	08/31/2015		
<b>Total Attachments: 5</b>			
source=Patent_Trademark_Security_Agreement_-_Kadmon_Pharma#page1.tif			
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## **PATENT AND TRADEMARK SECURITY AGREEMENT**

WHEREAS, KADMON PHARMACEUTICALS, LLC, a Pennsylvania limited liability company (“**Grantor**”), is party to that certain Security Agreement, dated as of August 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among Grantor, Kadmon Corporation, LLC, Kadmon Holdings, LLC, Kadmon Research Institute, LLC, Three Rivers Research Institute I, LLC, Three Rivers Biologics, LLC, Three Rivers Global Pharma, LLC, the other grantors party thereto, and PERCEPTIVE CREDIT OPPORTUNITIES FUND, LP, a Delaware limited partnership (“**Perceptive**”), as collateral representative (in such capacity, the “**Collateral Representative**”), pursuant to which Grantor has granted in favor of Collateral Representative a lien on substantially all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby pledges and grants to the Collateral Representative a security interest in all of Grantor’s right, title and interest in, to and under all of the following, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement):

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

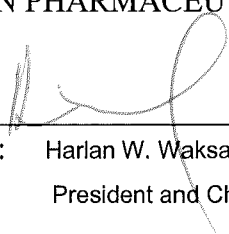
Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

KADMON PHARMACEUTICALS, LLC, as  
Grantor

By  \_\_\_\_\_

Name: Harlan W. Waksal

Title: President and Chief Executive Officer

Date:

**Schedule A**  
**to Patent and Trademark Security Agreement**

**PATENTS AND PATENT APPLICATIONS**

<b><u>Title</u></b>	<b><u>Patent. No. / Publication No.</u></b>	<b><u>Issue Date / Publication Date</u></b>
Process For Producing Wet Ribavirin Pellets	6,720,000	04/13/2004
Composition Containing Ribavirin And Use Thereof	7,538,094	05/26/2009
Large Dose Ribavirin Formulations	7,723,310	05/25/2010

**Schedule B  
to Patent and Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

None.