

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	EUSA PHARMA (UK) LIMITED, FKA ESSEX BIDCO LIMITED	06/22/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HAYFIN SERVICES LLP	
<b>Street Address:</b>	ONE EAGLE PLACE	
<b>City:</b>	LONDON	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	SWY1 6AF	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14441901
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)354-8113	
<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>		
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<b>ATTORNEY DOCKET NUMBER:</b>	4484324-0001-X130	
<b>NAME OF SUBMITTER:</b>	JINELLE PARK	
<b>SIGNATURE:</b>	/Jinelle Park/	
<b>DATE SIGNED:</b>	06/28/2016	
<b>Total Attachments: 6</b>		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 22nd day of June, 2016, by and between EUSA PHARMA (UK) LIMITED (the "Debtor"), and HAYFIN SERVICES LLP, in its capacity as Security Agent pursuant to the Credit Agreement described below (the "Secured Party"), with reference to the following facts.

WHEREAS, Debtor, and certain of its affiliates, have entered into a Senior Facilities Agreement dated March 20, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Hayfin Capital Cuxco 3 S.A R.L., as Mandated Lead Arranger (the "Arranger"), the institutions listed therein as Original Lenders, Hayfin Services LLP, as Agent (the "Agent") and the Secured Party, pursuant to which the Lenders (as defined therein), subject to the terms and conditions contained therein, agreed to provide certain financial accommodations to the Debtor and such affiliates;

WHEREAS, the Secured Party is willing to make the financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that the Debtor shall have executed and delivered to the Secured Party that certain Security Agreement, dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Debtor is required to execute and deliver to the Secured Party this Patent Security Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Debtor hereby unconditionally grants, assigns, and pledges to the Secured Party to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of the Debtor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

all patents and patent applications, including (a) the patents and patent applications listed on Schedule I, (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, extensions and renewals thereof and improvements thereon, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present, and future infringements thereof, (e) all of the Debtor's rights corresponding thereto throughout the world, and (f) all products and proceeds of the foregoing (collectively, the "Patents");

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter (including any interest, fees, or expenses that accrue after the filing of a case under the United States Bankruptcy Code or any other insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in such case or proceeding).

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Debtor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. The Debtor shall give notice in writing to the Secured Party with respect to any such new patent rights within Five Business Days after obtaining such patent rights. Without limiting the Debtor's obligations under this Section, the Debtor hereby authorizes the Secured Party unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. FINANCE DOCUMENT; COUNTERPARTS. This Patent Security Agreement is a Finance Document. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopy or electronic mail shall be as effective as delivery of a manually executed counterpart of this Patent Security Agreement.


7. GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Debtor agrees that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of England in accordance with clause 44.1 of the Credit Agreement and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon the Debtor by mail at the address specified for notices in clause 35.2 of the Credit Agreement. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

8. WAIVER OF JURY TRIAL AND CONSEQUENTIAL DAMAGES. THE DEBTOR WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF. Except as prohibited by law, the Debtor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Debtor (i) certifies that neither the Secured Party nor the Arranger, nor any Lender, nor the Agent, nor any other Finance Parties or any other Secured Parties (as defined in the Credit Agreement), nor any representative, agent or attorney of the foregoing has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement, and (ii) acknowledges that, in entering into the Credit Agreement and the other Finance Documents to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications contained in this Section 8.

*[Signature Page Follows]*

IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Patent Security Agreement to be duly executed as of the date first above written.

**EUSA PHARMA (UK) LIMITED**  
(formerly known as Essex Bidco Limited)

By:   
Name: Emma Seward  
Title: CEO

Accepted By:

**HAYFIN SERVICES LLP,**  
as Security Agent in connection with the Credit Agreement

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]


IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Patent Security Agreement to be duly executed as of the date first above written.

**EUSA PHARMA (UK) LIMITED**  
(formerly known as Essex Bidco Limited)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted By:

**HAYFIN SERVICES LLP,**  
as Security Agent in connection with the Credit Agreement

By:  \_\_\_\_\_  
Name: STEPHEN BOURNE  
Title: AUTHORISED SIGNATORY

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

U.S. Patent Registrations

Patent	Application / Patent No.	Filing / Issue Date
Effervescent Tablet	App. No. 14441901	5/11/2015