

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4139223

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OSMOTICA KERESKEDELMI ÉS SZOLGÁLTATÓ KORLÁTOLT FELELOSSÉGU TÁRSASÁG	11/10/2016
RECEIVING PARTY DATA	
Name:	CIT BANK, N.A., AS COLLATERAL AGENT
Street Address:	11 WEST 42ND STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15048743
Application Number:	15132972
Application Number:	15146525
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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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Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
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ATTORNEY DOCKET NUMBER:	18965-30600
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/DUSAN CLARK/
DATE SIGNED:	11/11/2016
Total Attachments: 5	
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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

This GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (this “Agreement” or “Grant”), dated as of November 10, 2016 is entered into by OSMOTICA KERESKEDELMI ÉS SZOLGÁLTATÓ KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG, a Hungary corporation with principal offices at Berlini u. 47-49, Budapest, 1045 Hungary, (the “Grantor”), and CIT Bank, N.A. (the “Grantee”), having its principal offices at 11 West 42nd Street, New York, NY 10036, as collateral agent (the “Collateral Agent”).

WHEREAS, the Grantor is the owner of all right, title and interest in and to the United States patents and associated United States patent registrations and applications for registration set forth in Schedule A attached hereto (collectively, the “Patents”);

WHEREAS, Grantee desires to acquire a security interest in the Patents; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Pledge and Security Agreement, dated as of February 3, 2016, made by the Grantor, the other assignors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”), the Grantor and Grantee agree as follows:

i. Grant of Security Interest

a. The Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the Patents; (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

b. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

ii. Termination of Security Interest

Upon the occurrence of the termination of the Security Agreement, the Grantee shall promptly upon request execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

iii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents of the United States to record this security interest in the Patents.

iv. Governing Law

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

v. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee, the Grantor, and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

vi. Counterparts


This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

OSMOTICA KERESKEDELMI ÉS SZOLGÁLTATÓ
KORLÁTOLT FELELŐSÉGŰ TÁRSASÁG

By: 
Name: Gabor Varga
Title: Managing Director

[Signature Page to Patent Security Agreement -- Hungarian Holdings]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CIT BANK, N.A., as Collateral Agent

By: 
Name: _____
Title: _____
Michael Rebocho
Director

SCHEDULE A

PATENTS

PATENT APPLICATIONS

Publication No. Application No.	Pub. Date App. Date	Title
20160263043 15048743	15-SEP-2016 19-FEB-2016	CONTROLLED RELEASE DOSAGE FORM
20160243067 15132972	25-AUG-2016 19-APR-2016	CONTROLLED RELEASE DOSAGE FORM
20160243072 15146525	25-AUG-2016 04-MAY- 2016	CONTROLLED RELEASE DOSAGE FORM