

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4252785

<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>
	EUTICALS INC.	01/31/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BARCLAYS BANK PLC, AS COLLATERAL AGENT	
<b>Street Address:</b>	745 7TH AVENUE	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10019	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8487134	
<b>Patent Number:</b>	7897777	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)303-7064	
<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>Phone:</b>	212.318.6824	
<b>Email:</b>	christinedionne@paulhastings.com	
<b>Correspondent Name:</b>	CHRISTINE DIONNE C/O PAUL HASTINGS LLP	
<b>Address Line 1:</b>	200 PARK AVENUE, 28TH FLOOR	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166	
<b>ATTORNEY DOCKET NUMBER:</b>	91825.00018	
<b>NAME OF SUBMITTER:</b>	CHRISTINE DIONNE	
<b>SIGNATURE:</b>	/CHRISTINE DIONNE/	
<b>DATE SIGNED:</b>	01/31/2017	
<b>Total Attachments: 5</b>		
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source=Barclays AMRI - Patent Security Agreement (Euticals Inc.)#page2.tif		
source=Barclays AMRI - Patent Security Agreement (Euticals Inc.)#page3.tif		
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source=Barclays AMRI - Patent Security Agreement (Euticals Inc.)#page5.tif		

**PATENT SECURITY AGREEMENT**

**Patent Security Agreement**, dated as of January 31, 2017, by Euticals Inc., a Delaware corporation (the “Grantor”), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent pursuant to that certain Third Amended and Restated Credit Agreement dated as of July 7, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Albany Molecular Research, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and Barclays Bank PLC, as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender (in such capacity, the “Collateral Agent”).

**WITNESSETH:**

WHEREAS, the Grantor is party to that certain Joinder Agreement dated as of the date hereof, to that certain Security Agreement dated as of October 24, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantors (as defined therein) and the Collateral Agent, in favor of the Collateral Agent, as reaffirmed by that certain Reaffirmation Agreement dated as of July 7, 2016, by and among the Barclays Bank PLC, in its capacity as administrative agent and collateral agent under the Credit Agreement, the Borrower and the subsidiaries of the Borrower identified on the signature pages thereto, pursuant to which the Grantor is required to execute and deliver to the Collateral Agent this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein have the respective meanings assigned thereto in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) all Patents of the Grantor listed on Schedule I attached hereto; and
- (b) all products and Proceeds of any of the foregoing (together with (a), collectively, the “Patents”).

SECTION 3. The Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or as otherwise required pursuant to, Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the liens on and security interests in the applicable Patents under this Patent Security Agreement.

urity Agreement and any other documents required to evidence the termination of the Collateral Agent's interests in the applicable Patents.

**SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.**

**(A) THE TERMS OF SECTION 10.13 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

**(B) EACH PARTY TO THIS PATENT SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS PATENT SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS PATENT SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.**

SECTION 6. Waivers; Amendments; Modifications. Neither this Patent Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.

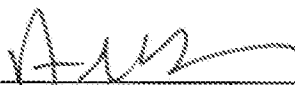
SECTION 7. Notices; Communications. All communications and notices under this Patent Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature Pages Follow]

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

EUTICALS INC., as the Grantor

By:   
Name: Felicia I. Ladd  
Title: Treasurer



[Signature Page to Patent Security Agreement]

PATENT  
REEL: 041137 FRAME: 0907

**BARCLAYS BANK PLC,**  
as the Collateral Agent

By: 

Name:

**Sean Duggan**

Title:

**Assistant Vice President**

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 041137 FRAME: 0908**

**Schedule I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**UNITED STATES PATENTS AND PATENT APPLICATIONS**

**UNITED STATES PATENTS:**

Registrations:

<b>OWNER</b>	<b>PATENT NUMBER</b>	<b>TITLE</b>
Euticals Inc.	8,487,134	Process for the synthesis of amphetamine derivatives
Euticals Inc.	7,897,777	Process of enantiomeric resolution of D,L-(+,-)-threo-methylphenidate

Applications:

None.