

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4417273

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHARMING GROUP N.V.	05/15/2017
RECEIVING PARTY DATA	
Name:	ORBIMED ROYALTY OPPORTUNITIES II, LP
Street Address:	601 LEXINGTON AVENUE, 54TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	6376743
Patent Number:	4994384
Patent Number:	5453366
Patent Number:	5496720
Patent Number:	6680199
Patent Number:	6641526
Patent Number:	6603059
Patent Number:	6593139
Patent Number:	6194202
Patent Number:	6077710
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	TDinh@mofo.com
Correspondent Name:	MORRISON & FOERSTER LLP
Address Line 1:	425 MARKET STREET
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	72388/9

NAME OF SUBMITTER:	TUAN DINH
SIGNATURE:	/Tuan Dinh/
DATE SIGNED:	05/16/2017
Total Attachments: 7 source=NEW_YORK-#1283411-v3-OrbiMed_-_Pharming_-_AR_IPSA_Pharming_Group_N_V_(Execution Version)#page1.tif source=NEW_YORK-#1283411-v3-OrbiMed_-_Pharming_-_AR_IPSA_Pharming_Group_N_V_(Execution Version)#page2.tif source=NEW_YORK-#1283411-v3-OrbiMed_-_Pharming_-_AR_IPSA_Pharming_Group_N_V_(Execution Version)#page3.tif source=NEW_YORK-#1283411-v3-OrbiMed_-_Pharming_-_AR_IPSA_Pharming_Group_N_V_(Execution Version)#page4.tif source=NEW_YORK-#1283411-v3-OrbiMed_-_Pharming_-_AR_IPSA_Pharming_Group_N_V_(Execution Version)#page5.tif source=NEW_YORK-#1283411-v3-OrbiMed_-_Pharming_-_AR_IPSA_Pharming_Group_N_V_(Execution Version)#page6.tif source=NEW_YORK-#1283411-v3-OrbiMed_-_Pharming_-_AR_IPSA_Pharming_Group_N_V_(Execution Version)#page7.tif	

**AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this “**Amended and Restated Intellectual Property Security Agreement**”) is entered into as of May 15, 2017 by and between ORBIMED ROYALTY OPPORTUNITIES II, LP, a Delaware limited partnership, as collateral agent (in such capacity, the “**Collateral Agent**”) and PHARMING GROUP N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands (“**Grantor**”).

RECITALS

A. Reference is made to the Loan and Security Agreement, dated as of December 7, 2016 among Grantor, Pharming Healthcare, Inc., a Delaware corporation (“**Pharming US**”); Pharming Technologies B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“**PharmTech B.V.**”); Pharming Intellectual Property B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“**Pharming IP**”); Broekman Instituut B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“**Broekman**”); Pharming B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“**Pharming B.V.**”); Pharming Americas B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“**Pharming Americas**”) and with Pharming US, PharmTech B.V., Pharming IP, Broekman, Pharming B.V. and Grantor, individually and collectively, the “**Obligors**”); Silicon Valley Bank, a California corporation as collateral agent (in such capacity, the “**Prior Collateral Agent**”), and the lenders party thereto (the “**Loan Agreement**”). Pursuant to the terms of the Loan Agreement, Grantor granted to the Prior Collateral Agent, for the benefit of the lenders under the Loan Agreement, a security interest in all of Grantor’s right, title and interest, whether then existing or thereafter acquired, in, to and under all of the Collateral. The Collateral Agent is the successor to the Prior Collateral Agent under the Loan Agreement.

B. Reference is also made to the Intellectual Property Security Agreement entered into as of December 7, 2016 by and between the Prior Collateral Agent and Grantor filed and recorded with the United States Patent and Trademark Office on December 7, 2016 (the “**Existing Intellectual Property Security Agreement**”).

C. Pursuant to the Amended and Restated Loan and Security Agreement, dated as of May 11, 2017, among Grantor, the other Obligors, the Collateral Agent, and Orbimed Royalty Opportunities II, LP as the Initial Lender (as amended, restated, supplemented, or otherwise modified from time to time, the “**Amended and Restated Loan Agreement**”; capitalized terms not otherwise defined herein have the meaning given to such terms in the Amended and Restated Loan Agreement), the Loan Agreement was amended and restated.

D. It is the purpose of this Amended and Restated Intellectual Property Security Agreement to (i) amend and restate the Existing Intellectual Property Security Agreement and (ii) to memorialize and confirm the continuation under the Amended and Restated Loan Agreement of the security interest originally granted to the Prior Collateral Agent under the Existing Loan Agreement, which security interest is now held by the Collateral Agent as the successor to the Prior Collateral Agent. It is the intention of the parties hereto that the security interest granted and memorialized under the Existing Intellectual Property Security Agreement continues in full force and effect in favor of the Collateral Agent, as successor to the Prior Collateral Agent, after the effectiveness of this Amended and Restated Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Amended and Restated Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Amended and Restated Loan Agreement, Grantor grants and pledges to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its Collateral constituting Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and hereby confirms and acknowledges the continuation of all security interests previously created and granted pursuant to the Loan Agreement.

2. **Security Interest.** This security interest in the Collateral constituting Intellectual Property granted to the Collateral Agent, for the benefit of the Secured Parties, hereby is made under and as more fully set forth in the Loan Documents.

3. **Merger.** This Amended and Restated Intellectual Property Security Agreement is subject in all respects to the terms and conditions of the Loan Documents. Nothing contained in this Amended and Restated Intellectual Property Security Agreement shall be deemed to supersede or limit any of the representations, warranties, covenants or other agreements contained in the Loan Documents. To the extent any provision of this Amended and Restated Intellectual Property Security Agreement is inconsistent with the Loan Documents, the provisions of the Loan Documents shall control.

4. **Counterparts.** This Amended and Restated Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one instrument.

5. **Governing Law.** This Amended and Restated Intellectual Property Security Agreement 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.

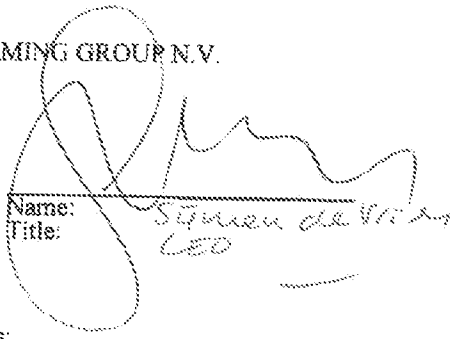
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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

PHARMING GROUP N.V.

By:

Name:
Title:


Simon de Vries
CEO

Address:

Pharming Group N.V.
Darwinweg 24
23333 CR Linden
the Netherlands

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

Accepted and Agreed:

ORBIMED ROYALTY OPPORTUNITIES II, LP, as Collateral Agent

By: OrbiMed ROF II LLC, its general partner

By: OrbiMed Advisors LLC, its managing member

By: 

Name: Samuel D. Isaly

Title: Managing Member

Address:

OrbiMed Advisors LLC
601 Lexington Avenue, 54th Floor
New York, NY 10022
Attn: Matthew Rizzo
E-mail: Rizzom@orbimed.com
Fax: 212 739 6444
Phone: 212 739 6400

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

PATENT
REEL: 042481 FRAME: 0056

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

ny-1283411

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Mammalian transgenesis by intracytoplasmic sperm injection	6376743	4/23/02
Multiplying bovine embryos	4994384	2/19/91
Method of cloning bovine embryos	5453366	9/26/95
Parthenogenic oocyte activation	5496720	3/5/96
In vitro activation of mammalian oocytes	6680199	1/20/04
Development of normal offspring from oocytes injected with freeze-dried spermatozoa	6641526	11/4/03
Ungulates produced by sequential nuclear transfer	6603059	8/5/03
Initiation of full mammalian oocyte activation by multiple sperm components	6593139	7/15/03
Parthenogenic oocyte activation	6194202	2/27/01
Parthenogenic oocyte activation	6077710	6/20/00

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EXHIBIT C

Trademarks

Description

Serial/Registration No.

File Date

None

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