504620126 10/31/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4666841

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
VTESSE INC.	10/31/2017

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	IL1-1145/54/63, P.O. BOX 6026		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	15288876
Application Number:	15499831

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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.

Phone: 3129932647

Email: zeynep.gieseke@lw.com **Correspondent Name:** ZEYNEP GIESEKE

Address Line 1: 330 N. WABASH AVENUE, SUITE 2800

Address Line 2: LATHAM & WATKINS LLP
Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0198
NAME OF SUBMITTER:	ZEYNEP GIESEKE
SIGNATURE:	/zg/
DATE SIGNED:	10/31/2017

Total Attachments: 5

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (this "Confirmatory Grant") is made effective as of October 31, 2017 by and from VTESSE INC., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. (the "Grantee"), for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Sucampo Pharmaceuticals, Inc., as Borrower, the Lenders and the Grantee have entered into a Credit Agreement dated as of October 31, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, the other Loan Parties and the Grantee have entered into a Pledge and Security Agreement dated as of October 31, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents (the "<u>Patents</u>") listed on <u>Exhibit A</u> attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory 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 without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under this Confirmatory Grant.
- (b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Patents, (3) the goodwill associated with such Patents, and (4) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.
- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed and delivered this Confirmatory Grant effective as of the date first written above.

VTESSE INC.

By: Name: Peter Pfreundschuh

Title: Treasurer

Signature Page to Confirmatory Grant of Security Interest in United States Patents Sucampo Pharmaceuticals, Inc.

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS Exhibit A - SCHEDULE OF PATENTS

See attached.

Exhibit A-1

Patents and Patent Licenses							
Jurisdiction	Application No	Filing Date	Status	Owner/Licensor	Licensee		
US	15/288,876	07-Oct-2016	Issued	Vtesse Inc.	N/A		
US	15/499,831	27-Apr-2017	Pending	Vtesse Inc.	N/A		

RECORDED: 10/31/2017