

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5287839

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TELIGENT, INC	12/13/2018
IGEN, INC.	12/13/2018
RECEIVING PARTY DATA	
Name:	ACF FINCO I LP
Street Address:	560 WHITE PLAINS ROAD
Internal Address:	SUITE 400
City:	TARRYTOWN
State/Country:	NEW YORK
Postal Code:	10591
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	09252546
Application Number:	09329608
Application Number:	09396535
Application Number:	12017932
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>	
Phone:	2123096793
Email:	patents@morganlewis.com, oyedele.oyediran@morganlewis.com, robert.goodell@morganlewis.com
Correspondent Name:	MORGAN LEWIS & BOCKIUS LLP
Address Line 1:	101 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10178
ATTORNEY DOCKET NUMBER:	107019-0086
NAME OF SUBMITTER:	ROBERT J. GOODELL
SIGNATURE:	/Robert J. Goodell/
DATE SIGNED:	12/17/2018

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 13th day of December, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ACF FINCO I LP, a Delaware limited partnership, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Revolving Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among TELIGENT, INC., a Delaware corporation (the "Borrower"), its Subsidiaries signatory thereto as guarantors or hereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), and the Administrative Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Grantor and certain other affiliates of the Grantor have executed and delivered a Security Agreement, dated as of December 13, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees 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.** Each Grantor hereby unconditionally grants and pledges to Administrative Agent, for the benefit of each member of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and IP Licenses to which it is a party including those Patents referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any IP License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any IP License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Event of Default under Section 10.01(h) of the Credit Agreement involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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 any Grantor 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. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement shall be subject to all of the terms and conditions set forth in Section 1.02 of the Credit Agreement, *mutatis mutandis*.

8. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW

YORK; THE COURTS OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND APPELLATE COURTS FROM ANY THEREOF; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ADMINISTRATIVE AGENT'S OPTION, WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. ADMINISTRATIVE AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADMINISTRATIVE AGENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS GUARANTEE OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.


11. INTERCREDITOR AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Patent Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of Administrative Agent are subject to the provisions of the Intercreditor Agreement dated as of December 13, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between ACF Finco I LP, as First Lien Agent, and Ares Capital Corporation, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TELIGENT, INC.
a Delaware Corporation

By: 
Name: Jason Grenfell-Gardner
Title: Chief Executive Officer

IGEN, INC.
a Delaware corporation

By: 
Name: Jason Grenfell-Gardner
Title: Chief Executive Officer

[Signature Page to First Lien Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP,
a Delaware limited partnership

By: 

Name:

Title:

Ryan Cascade
Duly Authorized Signatory

[Signature Page to First Lien Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents Owned

Grantor	Country	Patent	Application/ Patent No.	Issued Date
Teligent, Inc.	Europe	Lipid vesicles derived from olive oil fatty acids	09703999.4 / EP 2 237 765	11/3/2015
Teligent, Inc.	Canada	Lipid vesicles derived from olive oil fatty acids	CA 2712736 / CA2712736	5/3/2016
IGEN, Inc.	US	Lipid vesicle- based fuel additives and liquid energy sources containing	09/252546 / 6080211	2/19/1999
IGEN, Inc.	US	Stabilized vitamin C formulations	09/329608 / 6087393	6/10/1999
IGEN, Inc.	US	A fluid preparation of petrolatum capable of being sprayed on the surface	09/396,535 / 6309664	10/30/2001

Patent Applications Owned

Grantor	Country	Patent	Application No.	File No.
Teligent, Inc.	US	Lipid vesicles derived from olive oil fatty acids	12/017,932	U.S. Patent App. Pub. No. 20090186074

Licenses

Parties	Effective date	Subject matter	Patents
Teligent, Horizon Pharma Ireland Limited, HZNP Limited, Horizon Pharma USA, Inc	May 9, 2016 (permits marketing on January 10, 2029 or sooner under certain circumstances)	ANDA No. 208248 -- diclofenac topical solution 2%	U.S. Patent Nos. 8,217,078; 8,252,838; 8,546,450; 8,563,613; 8,618,164; 8,741,956; 8,871,809; 9,066,913; 9,101,591; 9,132,110; 9,168,304; 9,168,305; 9,220,784 and any other patents claiming priority
IGI Laboratories, Inc., Mallinckrodt Inc., Nuvo Research Inc.	June 17, 2014 (permits marketing on March 28, 2015)	ANDA No. 202769 -- diclofenac topical solution 1.5%	U.S. Patent Nos. 8,217,078; 8,546,450; 8,618,164 and any other patents claiming priority

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