

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6870441

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
INTERCEPT PHARMACEUTICALS, INC.	08/17/2021

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	185 ASYLUM STREET, 27TH FLOOR
Internal Address:	CITYPLACE
City:	HARTFORD
State/Country:	CONNECTICUT
Postal Code:	06103

PROPERTY NUMBERS Total: 83

Property Type	Number
Patent Number:	7786102
Patent Number:	7812011
Patent Number:	7858608
Patent Number:	7932244
Patent Number:	7994352
Patent Number:	8058267
Patent Number:	8114862
Patent Number:	8377916
Patent Number:	8410083
Patent Number:	8445472
Patent Number:	8546365
Patent Number:	8796249
Patent Number:	8969330
Patent Number:	8999964
Patent Number:	9090652
Patent Number:	9238673
Patent Number:	9243027
Patent Number:	9498484
Patent Number:	9540414

PATENT

Property Type	Number
Patent Number:	9611289
Patent Number:	9650409
Patent Number:	9732116
Patent Number:	9732117
Patent Number:	9763964
Patent Number:	9777038
Patent Number:	9982008
Patent Number:	10047117
Patent Number:	10052337
Patent Number:	10155787
Patent Number:	10174073
Patent Number:	10202414
Patent Number:	10258633
Patent Number:	10369160
Patent Number:	10414791
Patent Number:	10421772
Patent Number:	10532061
Patent Number:	10548906
Patent Number:	10550146
Patent Number:	10604544
Patent Number:	10604545
Patent Number:	10646499
Patent Number:	10751349
Patent Number:	10758549
Patent Number:	10800807
Patent Number:	10815267
Patent Number:	10894054
Patent Number:	10987362
Patent Number:	11000532
Patent Number:	11034717
Patent Number:	11066437
Patent Number:	11072631
Patent Number:	RE48286
Application Number:	15548537
Application Number:	15711205
Application Number:	16089274
Application Number:	16089477
Application Number:	16089544

Property Type	Number
Application Number:	16337982
Application Number:	16486873
Application Number:	16491798
Application Number:	16596741
Application Number:	16632093
Application Number:	16831365
Application Number:	16922978
Application Number:	16953294
Application Number:	17010505
Application Number:	17025475
Application Number:	17092612
Application Number:	17142870
Application Number:	17174401
Application Number:	17211033
Application Number:	17228819
Application Number:	17320286
Application Number:	17342057
Application Number:	17371242
Application Number:	17384555
Application Number:	17428029
Application Number:	63088571
Application Number:	63091755
Application Number:	63113709
Application Number:	63113762
Application Number:	63181219
Application Number:	63222706

CORRESPONDENCE DATA

Fax Number: (949)475-4754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: STEPHANIE KANN

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Address Line 2: GIBSON, DUNN & CRUTCHER LLP

Address Line 4: IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	13383-00003
NAME OF SUBMITTER:	STEPHANIE KANN

SIGNATURE:	/stephanie kann/
DATE SIGNED:	08/18/2021
Total Attachments: 8 source=Intercept Patent Security Agreement#page1.tif source=Intercept Patent Security Agreement#page2.tif source=Intercept Patent Security Agreement#page3.tif source=Intercept Patent Security Agreement#page4.tif source=Intercept Patent Security Agreement#page5.tif source=Intercept Patent Security Agreement#page6.tif source=Intercept Patent Security Agreement#page7.tif source=Intercept Patent Security Agreement#page8.tif	

PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of August 17, 2021 (this “**Patent Security Agreement**”), by and among the signatory hereto indicated as a “**Pledgor**” (the “**Pledgor**”) in favor of U.S. Bank National Association solely in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof in such capacity, the “**Collateral Agent**”) pursuant to that certain Base Indenture, dated as of August 17, 2021 (the “**Base Indenture**”), as supplemented by that certain First Supplemental Indenture dated as of August 17, 2021 (the “**Supplemental Indenture**”; the Base Indenture, as supplemented by the Supplemental Indenture and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), by and among Intercept Pharmaceuticals, Inc., a Delaware corporation (“**Issuer**”), the Pledgor and each of the other guarantors listed on the signature pages thereto, and U.S. Bank National Association, as collateral agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of August 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Pledgor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under all following Pledged Collateral of the Pledgor, in each case excluding Excluded Assets, whether now existing or hereafter arising or acquired from time to time (collectively, the “**Patent Collateral**”): whether now owned or held, or hereafter acquired or created by or assigned to such Pledgor, all patents and patent applications issued or applied for in the United States listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) inventions and improvements described and claimed therein, (iii) reissues, substitutions, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof and amendments thereto, (iv) rights to proceeds, income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto including damages, claims and payments for past, present or future infringements or other violations thereof, (v) rights to sue or otherwise recover for past,

present or future infringements or other violations thereof and (vi) rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. 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. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Patent Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Patent Security Agreement as to the parties hereto and may be used in lieu of the original Patent Security Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. The words "delivery," "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Patent Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Trustee and the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

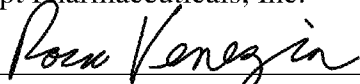
SECTION 5. GOVERNING LAW. THE TERMS OF SECTIONS 17.03 AND 17.11 OF THE SUPPLEMENTAL INDENTURE WITH RESPECT TO GOVERNING LAW, CONSENT OF JURISDICTION, SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

SECTION 6. Concerning the Collateral Agent. U.S. Bank National Association is entering this Agreement not in its individual capacity, but solely in its capacity as Collateral Agent under the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent set forth in the Indenture, including without limitation in Article 8 of the Supplemental Indenture, as if such rights, privileges and immunities were expressly set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Intercept Pharmaceuticals, Inc.

By: 

Name: Rocco Venezia

Title: Chief Accounting Officer
& Treasurer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Intercept Pharmaceuticals, Inc.

By: _____
Name: Rocco Venezia
Title: Chief Accounting Officer
& Treasurer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By:  _____
Name: Juliet Taylor
Title: Assistant Vice President

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Registered Patents

<u>Owner</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
Intercept Pharmaceuticals, Inc.	Steroids as agonists for FXR	7,786,102	8/31/2010	11/602,307	11/21/2006
Intercept Pharmaceuticals, Inc.	Steroids as agonists for FXR	7,812,011	10/12/2010	10/590,848	2/28/2005
Intercept Pharmaceuticals, Inc.	Bile acid derivatives as FXR ligands for the prevention or treatment of FXR-mediated diseases or conditions	7,858,608	12/28/2010	12/435,063	5/4/2009
Intercept Pharmaceuticals, Inc.	Bile acid derivatives as FXR ligands for the prevention or treatment of FXR-mediated diseases or conditions	7,932,244	4/26/2011	11/819,517	6/27/2007
Intercept Pharmaceuticals, Inc.	Process for preparing 3a(β)-7a(β)-dihydroxy-6a(β)-alkyl-5β-cholanic acid	7,994,352	8/9/2011	11/914,559	5/19/2006
Intercept Pharmaceuticals, Inc.	Steroids as agonists for FXR	8,058,267	11/15/2011	12/547,147	8/25/2009
Intercept Pharmaceuticals, Inc.	TGR5 modulators and methods of use thereof	8,114,862	2/14/2012	12/622,123	11/19/2009
Intercept Pharmaceuticals, Inc.	Steroids as agonists for FXR	8,377,916	2/19/2013	13/288,558	11/3/2011
Intercept Pharmaceuticals, Inc.	23-substituted bile acids as TGR5 modulators and methods of use thereof	8,410,083	4/2/2013	12/523,670	1/18/2008
Intercept Pharmaceuticals, Inc.	TGR5 modulators and methods of use thereof	8,445,472	5/21/2013	13/313,689	12/7/2011
Intercept Pharmaceuticals, Inc.	Bile acid derivatives as FXR ligands for the prevention or treatment of FXR-mediated diseases or conditions	8,546,365	10/1/2013	13/082,261	4/7/2011
Intercept Pharmaceuticals, Inc.	TGR5 modulators and methods of use thereof	8,796,249	8/5/2014	13/056,797	7/30/2009
Intercept Pharmaceuticals, Inc.	Steroids as agonists for FXR	8,969,330	3/3/2015	13/761,889	2/7/2013
Intercept Pharmaceuticals, Inc.	TGR5 modulators and methods of use thereof	8,999,964	4/7/2015	13/129,947	11/19/2009
Intercept Pharmaceuticals, Inc.	Bile acid derivatives as FXR ligands for the prevention or treatment of FXR-mediated diseases or conditions	9,090,652	7/28/2015	14/012,401	8/28/2013
Intercept Pharmaceuticals, Inc.	Preparation and uses of obeticholic acid	9,238,673	1/19/2016	13/919,734	6/17/2013
Intercept Pharmaceuticals, Inc.	23-substituted bile acids as TGR5 modulators and methods of use thereof	9,243,027	1/26/2016	13/854,579	4/1/2013

Intercept Pharmaceuticals, Inc.	Treatment of fibrosis using FXR ligands	9,498,484	11/22/2016	11/081,002	3/14/2005
Intercept Pharmaceuticals, Inc.	TGR5 modulators and methods of use thereof	9,540,414	1/10/2017	14/449,995	8/1/2014
Intercept Pharmaceuticals, Inc.	Farnesoid X Receptor Modulators	9,611,289	4/4/2017	14/120,366	5/14/2014
Intercept Pharmaceuticals, Inc.	TGR5 modulators and methods of use thereof	9,650,409	5/16/2017	13/871,492	4/26/2013
Intercept Pharmaceuticals, Inc.	Preparation and uses of obeticholic acid	9,732,116	8/15/2017	14/947,492	11/20/2015
Intercept Pharmaceuticals, Inc.	Steroids as agonists for FXR	9,732,117	8/15/2017	15/016,802	2/5/2016
Intercept Pharmaceuticals, Inc.	Bile acid derivatives as FXR ligands for the prevention or treatment of FXR-mediated diseases or conditions	9,763,964	9/19/2017	14/743,295	6/18/2015
Intercept Pharmaceuticals, Inc.	Process for preparing bile acid derivatives	9,777,038	10/3/2017	14/438,323	10/25/2013
Intercept Pharmaceuticals, Inc.	Preparation and uses of obeticholic acid	9,982,008	5/29/2018	14/979,005	12/22/2015
Intercept Pharmaceuticals, Inc.	Preparation and uses of obeticholic acid	10,047,117	8/14/2018	14/947,658	11/20/2015
Intercept Pharmaceuticals, Inc.	Compositions of obeticholic acid and methods of use	10,052,337	8/21/2018	15/139,138	4/26/2016
Intercept Pharmaceuticals, Inc.	Preparation and uses of obeticholic acid	10,155,787	12/18/2018	14/947,680	11/20/2015
Intercept Pharmaceuticals, Inc.	Preparation and uses of obeticholic acid	10,174,073	1/8/2019	15/496,398	4/25/2017
Intercept Pharmaceuticals, Inc.	Process for preparing bile acid derivatives	10,202,414	2/12/2019	15/681,609	8/21/2017
Intercept Pharmaceuticals, Inc.	Treatment of fibrosis using FXR ligands	10,258,633	4/16/2019	15/299,559	10/21/2016
Intercept Pharmaceuticals, Inc.	Methods of treating cancer	10,369,160	8/6/2019	15/484,379	4/11/2017
Intercept Pharmaceuticals, Inc.	Methods for preparation of bile acids and derivatives thereof	10,414,791	9/17/2019	15/748,716	7/22/2016
Intercept Pharmaceuticals, Inc.	Steroids as agonists for FXR	10,421,772	9/24/2019	15/645,136	7/10/2017
Intercept Pharmaceuticals, Inc.	Farnesoid X Receptor Modulators	10,532,061	1/14/2020	16/124,139	9/6/2018
Intercept Pharmaceuticals, Inc.	Methods of promoting hepatic regeneration	10,548,906	2/4/2020	15/760,769	9/21/2016
Intercept Pharmaceuticals, Inc.	Methods of treating cancer	10,550,146	2/4/2020	16/094,535	4/18/2017
Intercept Pharmaceuticals, Inc.	Methods for preparation of bile acids and derivatives thereof	10,604,544	3/31/2020	15/750,683	8/5/2016
Intercept Pharmaceuticals, Inc.	Methods for the preparation of obeticholic acid and derivatives thereof	10,604,545	3/31/2020	15/773,620	10/28/2016
Intercept Pharmaceuticals, Inc.	Compositions of obeticholic acid and methods of use	10,646,499	5/12/2020	16/030,141	7/9/2018
Intercept Pharmaceuticals, Inc.	Compositions of obeticholic acid and methods of use	10,751,349	8/25/2020	16/248,512	1/15/2019
Intercept Pharmaceuticals, Inc.	Compositions of obeticholic acid and methods of use	10,758,549	9/1/2020	16/787,796	2/11/2020

Intercept Pharmaceuticals, Inc.	TGR5 modulators and methods of use thereof	10,800,807	10/13/2020	15/742,595	6/16/2016
Intercept Pharmaceuticals, Inc.	3-desoxy derivative and pharmaceutical compositions thereof	10,815,267	10/27/2020	15/451,818	3/7/2017
Intercept Pharmaceuticals, Inc.	FXR agonist compositions for combination therapy	10,894,054	1/19/2021	15/564,799	4/6/2016
Intercept Pharmaceuticals, Inc.	Treatment of fibrosis using FXR ligands	10,987,362	4/27/2021	16/228,944	12/21/2018
Intercept Pharmaceuticals, Inc.	Farnesoid X Receptor Modulators	11,000,532	5/11/2021	16/695,528	11/26/2019
Intercept Pharmaceuticals, Inc.	Farnesoid X receptor modulators	11,034,717	6/15/2021	15/288,390	10/7/2016
Intercept Pharmaceuticals, Inc.	Methods and intermediates for the preparation of bile acid derivatives	11,066,437	7/20/2021	16/016,486	6/22/2018
Intercept Pharmaceuticals, Inc.	Methods and intermediates for the preparation bile acid derivatives	11,072,631	7/27/2021	15/762,781	9/23/2016
Intercept Pharmaceuticals, Inc.	Steroids as agonists for FXR	RE48,286	10/27/2020	16/448,503	6/21/2019

Patent Applications

<u>Owner</u>	<u>Title</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
Intercept Pharmaceuticals, Inc.	Pharmaceutical compositions for combination therapy	15/548,537	2/5/2016
Intercept Pharmaceuticals, Inc.	Methods of treating cancer	15/711,205	9/21/2017
Intercept Pharmaceuticals, Inc.	Medicine Obtained by Combining FXR Agonist and ARB	16/089,274	3/27/2017
Intercept Pharmaceuticals, Inc.	Oral preparation having exceptional elutability	16/089,477	3/30/2017
Intercept Pharmaceuticals, Inc.	Film-coated tablet having high chemical stability of active ingredient	16/089,544	3/30/2017
Intercept Pharmaceuticals, Inc.	Crystalline forms of a bile acid derivative	16/337,982	9/29/2017
Intercept Pharmaceuticals, Inc.	Pharmaceutical compositions of a bile acid derivative and microbiome and uses thereof	16/486,873	2/23/2018
Intercept Pharmaceuticals, Inc.	Crystalline forms of obeticholic acid	16/491,798	3/7/2018
Intercept Pharmaceuticals, Inc.	Compositions of obeticholic acid and methods of use	16/596,741	10/8/2019
Intercept Pharmaceuticals, Inc.	Isotopically labeled bile acid derivatives	16/632,093	7/23/2018
Intercept Pharmaceuticals, Inc.	Methods of diagnosis and treatment of liver diseases using obeticholic acid	16/831,365	3/26/2020
Intercept Pharmaceuticals, Inc.	Treatment of fibrosis using FXR ligands	16/922,978	7/7/2020
Intercept Pharmaceuticals, Inc.	[Not publicly available]	16/953,294	11/19/2020
Intercept Pharmaceuticals, Inc.	TGR5 modulators and methods of use thereof	17/010,505	9/2/2020
Intercept Pharmaceuticals, Inc.	3-desoxy derivative and pharmaceutical compositions thereof	17/025,475	9/18/2020
Intercept Pharmaceuticals, Inc.	[Not publicly available]	17/092,612	11/9/2020
Intercept Pharmaceuticals, Inc.	[Not publicly available]	17/142,870	1/6/2021
Intercept Pharmaceuticals, Inc.	[Not publicly available]	17/174,401	2/12/2021
Intercept Pharmaceuticals, Inc.	[Not publicly available]	17/211,033	3/24/2021

Intercept Pharmaceuticals, Inc.	[Not publicly available]	17/228,819	4/13/2021
Intercept Pharmaceuticals, Inc.	[Not publicly available]	17/320,286	5/14/2021
Intercept Pharmaceuticals, Inc.	[Not publicly available]	17/342,057	6/8/2021
Intercept Pharmaceuticals, Inc.	[Not publicly available]	17/371,242	7/9/2021
Intercept Pharmaceuticals, Inc.	[Not publicly available]	17/384,555	7/23/2021
Intercept Pharmaceuticals, Inc.	[Not publicly available]	17/428,029	8/3/2021
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/088,571	10/7/2020
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/091,755	10/14/2020
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/113,709	11/13/2020
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/113,762	11/13/2020
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/181,219	4/28/2021
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/222,706	7/16/2021