

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7937332

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INTERCEPT PHARMACEUTICALS, INC.	05/01/2023
RECEIVING PARTY DATA	
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
Street Address:	185 ASYLUM STREET, 27TH FLOOR
Internal Address:	CITYPLACE I
City:	HARTFORD
State/Country:	CONNECTICUT
Postal Code:	06103
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	17720938
Application Number:	63333287
Application Number:	63358088
Application Number:	17939326
Application Number:	63381752
Application Number:	63381754
Application Number:	63383479
Application Number:	18148890
Application Number:	63442534
Application Number:	18188341
Application Number:	18295091
Application Number:	63497602
CORRESPONDENCE DATA	
Fax Number:	(212)735-2000
<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:	2127352811
Email:	mrribando@skadden.com
Correspondent Name:	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Address Line 1:	ONE MANHATTAN WEST

PATENT

Address Line 2:	MONIQUE L. RIBANDO
Address Line 4:	NEW YORK, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	188400/1
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NAME OF SUBMITTER:	MICHAEL OREN EPSTEIN
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SIGNATURE:	/MOE/
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DATE SIGNED:	05/04/2023
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Total Attachments: 4

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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of May 1, 2023 (this “**Patent Security Agreement**”), by and among the signatory hereto indicated as a “**Pledgor**” (the “**Pledgor**”) in favor of U.S. Bank Trust Company, 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 (the “**Original Agent**”), as the original collateral agent (now succeeded by the Collateral Agent as the successor collateral agent).

WITNESSETH:

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 (as successor to the Original Agent) pursuant to which the Pledgor pledged and granted to the Collateral Agent (as successor to the Original 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 for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 (as successor to the Original 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 Trust Company, 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.

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 TRUST COMPANY, NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By: 

Name: Laurel Casasanta

Title: Vice President

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Additional U.S. Patent Applications:

Owner	Title	Appl. No.	Appl. Date
Intercept Pharmaceuticals, Inc.	TGR5 MODULATORS AND METHODS OF USE THEREOF	17/720,938	04/14/2022
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/333,287	04/21/2022
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/358,088	07/01/2022
Intercept Pharmaceuticals, Inc.	ISOTOPICALLY LABELED BILE ACID DERIVATIVES	17/939,326	09/07/2022
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/381,752	10/31/2022
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/381,754	10/31/2022
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/383,479	11/11/2022
Intercept Pharmaceuticals, Inc.	[Not publicly available]	18/148,890	12/30/2022
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/442,534	02/01/2023
Intercept Pharmaceuticals, Inc.	[Not publicly available]	18/188,341	03/22/2023
Intercept Pharmaceuticals, Inc.	[Not publicly available]	18/295,091	04/03/2023
Intercept Pharmaceuticals, Inc.	[Not publicly available]	63/497,602	04/21/2023