### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Crealta Pharmaceuticals LLC		102/21/2014	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Jefferies Finance LLC, as Collateral Agent	
Street Address:	20 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1508914	MIGERGOT
Registration Number:	3920201	KRYSTEXXA
Registration Number:	2184089	OXANDRIN
Registration Number:	2948516	SAVIENT
Registration Number:	3944590	SAVIENT
Registration Number:	1754811	OXANDRIN

#### **CORRESPONDENCE DATA**

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

TRADEMARK
REEL: 005221 FRAME: 0478

ATTORNEY DOCKET NUMBER:	384708-1			
NAME OF SUBMITTER:	Oscar Ruiz			
Signature:	/Oscar Ruiz/			
Date:	02/21/2014			
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif				

TRADEMARK REEL: 005221 FRAME: 0479

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 21, 2014, is made by Crealta Pharmaceuticals LLC, a Delaware limited liability company (the "Grantor"), in favor of Jefferies Finance LLC ("Jefferies"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 21, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Subsidiary Guarantors, the Lenders, Collateral Agent, Jefferies, as lead arranger (in such capacity, the "Arranger"), as book manager (in such capacity, the "Book Manager"), as documentation agent for the Lenders (in such capacity, the "Documentation Agent"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and as syndication agent (in such capacity, the "Syndication Agent"), Jefferies, as swingline lender (in such capacity, the "Swingline Lender") for the Lenders and Jefferies, as issuing bank (in such capacity, the "Issuing Bank"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

<u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the <u>Trademark Collateral</u>"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

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- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

<u>Grantor Remains Liable</u>. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Governing Law. This Trademark Security Agreement 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 PAGES FOLLOW]

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

Very truly yours,

CREALTA PHARMACEUTICALS LLC

as Grantor

By: Much Clato
Name: Mark Tatro

Title: Chief Financial Officer and Vice

President

Trademark Security Agreement

ACCEPTED AND AGREED as of the date first above written:

JEFFERIES FINANCE LLC as Collateral Agent

By:

Name: E. Joseph Hess Its: Managing Director

Trademark Security Agreement

TRADEMARK REEL: 005221 FRAME: 0483

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

## **Trademark Registrations**

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status/ Comments
United States	Migergot	73/720378	04-April-1988	1,508,914	October 18, 1988	Crealta Pharmaceuticals LLC	Registered
United States of America	KRYSTEXXA	77/552,516	21-Aug-2008	3,920,201	15-Feb-2011	Crealta Pharmaceuticals LLC	Registered
United States of America	OXANDRIN	75/344,954	21-Aug-1997	2,184,089	25-Aug-1998	Crealta Pharmaceuticals LLC	Registered
United States of America	SAVIENT	76/230,848	26-Mar-2001	2,948,516	10-May-2005	Crealta Pharmaceuticals LLC	Registered
United States of America	SAVIENT	77/266,837	29-Aug-2007	3,944,590	12-Apr-2011	Crealta Pharmaceuticals LLC	Registered
United States of America	OXANDRIN	74/215,022	24-Oct-1991	1,754,811	02-Mar-1993	Crealta Pharmaceuticals LLC	Renewed

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RECORDED: 02/21/2014