

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
Three Rivers Pharmaceuticals, LLC		01/14/2008	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Three Rivers Research Institute 1, LLC		01/14/2008	LIMITED LIABILITY COMPANY: PENNSYLVANIA
3RP Investment Corporation		01/14/2008	CORPORATION: DELAWARE
Three Rivers Biologics, LLC		01/14/2008	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Three Rivers Global Pharma, LLC		01/14/2008	LIMITED LIABILITY COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	National City Bank
Street Address:	20 Stanwix Street
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	Bank:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2057655	AMPHOTEC
Registration Number:	3248539	RIBAPAK
Registration Number:	3276509	RIBATAB
Registration Number:	2952736	RIBASPHERE
Registration Number:	2750967	3RP
Registration Number:	2921369	RIBACARE
Registration Number:	2887092	RIBASPHERE
Registration Number:	2828263	3RP

CH \$265.00 2057655

Registration Number:	2703734	THREE RIVERS PHARMACEUTICALS
Registration Number:	2706158	THREE RIVERS PHARMACEUTICALS

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0023138-006085
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	01/15/2008

Total Attachments: 10
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of January 14, 2008, is entered into by and among THREE RIVERS PHARMACEUTICALS, LLC, a Pennsylvania limited liability company (the "Borrower"), and the undersigned Subsidiaries and any future direct or indirect domestic Subsidiary of Borrower (being collectively referred to herein as "Pledgors" and each as a "Pledgor"), and NATIONAL CITY BANK, in its capacity as agent for the Banks under the Credit Agreement referred to below (the "Agent")

WHEREAS, pursuant to that certain Credit Agreement (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among, inter alia, the Borrower, the Guarantors (as defined in the Credit Agreement) now or hereafter party thereto, the Banks now or hereafter party thereto and Agent, as Agent for the Banks, the Banks have agreed to provide certain loans to the Borrower and Pledgors have agreed, among other things, to grant to the Agent a security interest in, and upon the occurrence of an Event of Default (as defined in the Credit Agreement) to conditionally assign to the Agent for the benefit of the Banks, certain patents, trademarks and copyrights.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.
2. To secure the payment and performance of all indebtedness, Obligations and other obligations of each of the Pledgors now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, expenses, reasonable costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Pledgor hereby grants to the Agent and its successors and assigns, a security interest in, all of its right, title and interest of such Pledgor in and to all patent applications, patents, federal and state trademark applications, registered and common law trademarks and logos, servicemarks, tradenames, copyright registrations and copyrights now owned by such Pledgor in the United States, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the foregoing relate (collectively, the "Patents, Trademarks and Copyrights") Notwithstanding the foregoing provisions of this definition, the collateral granted hereunder shall not include any Pledgor's right, title or interest in or with respect to any distribution, development, supply (including active pharmaceutical ingredient contracts), manufacturing, packaging, commercialization, joint venture, royalty, license, sublicense and/or use agreements, the terms of which restrict the transfer or assignment of any right, title or interest of such Pledgor therein without the prior written consent of any one or more of the other parties to such agreements (all

of the foregoing agreements herein referred to collectively as, a "Restricted Agreement") until such time as any such restriction on a collateral assignment of such a Restricted Agreement has been waived or is no longer applicable; provided however, the collateral granted hereunder shall include (i) any and all rights of the Pledgors in and with respect to all Payment Intangibles (as defined in the Uniform Commercial Code arising from any right to the payment of money due to any Pledgor under any such Restricted Agreement, and (ii) any Restricted Contract to the extent that the terms which restrict the transfer or assignment of such Restricted Contract are ineffective under Article 9 of the Uniform Commercial Code.

3 Each Pledgor jointly and severally covenants and warrants that:

(a) to the best of such Pledgor's knowledge, the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth in Schedule B, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, Trademarks and Copyrights owned by it, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by each Pledgor not to sue third persons with respect to such Patents, Trademarks and Copyrights;

(d) such Pledgor has the corporate or limited liability company, as the case may be, power and authority to enter into this Agreement and perform its terms;

(e) except as set forth on Schedule B, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights listed on Schedule A does or may violate the intellectual property rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products which use or display the Patents, Trademarks and Copyrights; and

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights

4 Each Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with such Pledgor's obligations under this Agreement, without the Agent's prior written consent

5 If, before the Secured Obligations shall have been satisfied in full, the Commitments have terminated and all Letters of Credit have been terminated, any Pledgor shall own or acquire any

new U S applications for any Patents, Trademarks or Copyrights, such Pledgor shall diligently prosecute such applications. The provisions of this Agreement shall automatically apply to any such registration or patents which are issued to such Pledgor in connection with such new applications, and such Pledgor shall give to Agent prompt notice thereof in writing. Pledgors and Agent agree to modify this Agreement by amending Schedule A to include any such future patents, patent applications, trademark applications, trademarks, trademark registrations, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto. Any expenses incurred in connection with such an application shall be borne by such Pledgor.

6. No Pledgor shall abandon any Patent, Trademark or Copyright without the prior written consent of Agent.

7. Each Pledgor agrees not to assign or sell its interests in any of its Patents, Trademarks and Copyrights without the prior written consent of Agent which shall not be unreasonably withheld. Unless there shall have occurred and be continuing an Event of Default, each Pledgor shall have the right to grant any license under any of its Patents, Trademarks and Copyrights in the ordinary course of such Pledgor's business.

8. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest that any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which such Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

9. Subject to Section 10 hereof, if any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's

true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof other than acts or omissions which are grossly negligent or constitute willful misconduct. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

10. At such time as Pledgors shall have indefeasibly paid in full all of the Secured Obligations, the Commitments shall have terminated, and all Letters of Credit have expired, this Agreement shall terminate and Agent shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper as reasonably requested by each Pledgor to re-vest in such Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

11. Each Pledgor shall preserve and maintain all rights in the Patents, Trademark and Copyrights, including without limitation the payment of all maintenance fees, renewal fees or taxes. Each Pledgor may elect not to preserve or maintain its rights in certain Patents, Trademarks and Copyrights provided such election is with the prior consent of Agent, which consent will not be unreasonably withheld.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and reasonable expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights (in the event that Pledgors fail to discharge their duty pursuant to Section 10 or otherwise), or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within thirty (30) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

13. Each Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Agent shall cooperate with such Pledgor, at such Pledgor's reasonable request and expense, in the prosecution or defense of any suit, action or proceeding with respect to the Patents, Trademarks and Copyrights. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent at the request of such Pledgor as a result of such suit.

14 No course of dealing between any Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege

15 All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently

16 The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

17 This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

18 The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void

19 This Agreement shall be deemed to be a contract governed under the Laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

20 Each Pledgor hereby irrevocably consents to the nonexclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania and the United States District Court for the Western District of Pennsylvania, and each Pledgor and Agent waives trial by jury in any action or proceeding with respect to this agreement to the full extent permitted by law.

21 Notwithstanding certain of the representations, warranties and covenants herein, the Agent acknowledges that each Pledgor acquired the Other Intellectual Property (as defined in the Asset Purchase Agreement) without representations or warranties on an as-is, where-is basis and therefore does not make any representations as to the quality of title to the Other Intellectual Property Each Pledgor shall have no responsibility to maintain, protect, defend or preserve such Other Intellectual Property except to the extent that, in such Pledgor's reasonable business judgment, such Pledgor has confirmed that it has received good and valuable title to such Other Intellectual Property and such Other Intellectual Property has value to such Pledgor

[SIGNATURES BEGIN ON NEXT PAGE]

[SIGNATURE PAGE 1 OF 2 TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers or agents thereunto duly authorized, as of the date first above written.

NATIONAL CITY BANK, as Agent

By: Cristina Fedin
Name: Cristina Fedin
Title: Vice President

[SIGNATURE PAGE 2 OF 2 TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

THREE RIVERS PHARMACEUTICALS, LLC

By: Donald J. Kerrish (SEAL)
Name: Donald J. Kerrish
Title: President and CEO

THREE RIVERS RESEARCH INSTITUTE 1, LLC

By: Donald J. Kerrish (SEAL)
Name: Donald J. Kerrish
Title: President and CEO

3RP INVESTMENT CORPORATION

By: Donald J. Kerrish (SEAL)
Name: Donald J. Kerrish
Title: President and CEO

THREE RIVERS BIOLOGICS, LLC

By: Donald J. Kerrish (SEAL)
Name: Donald J. Kerrish
Title: President and CEO

THREE RIVERS GLOBAL PHARMA, LLC

By: Donald J. Kerrish (SEAL)
Name: Donald J. Kerrish
Title: President and CEO

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

A. TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Mark</u>	<u>Reg. No. / Appl. No.</u>	<u>Filed / Registered</u>
RIBA-PACK	78/587,879	03/15/2006
AMPHOTEC	2,057,655	04/29/1997
RIBAPAK	3,248,539	05/29/2007
RIBATAB	3,276,509	08/07/2007
RIBASPHERE & Design	2,952,736	05/17/2005
3RP & Design	2,750,967	08/12/2003
RIBACARE	2,921,369	01/25/2005
RIBASPHERE	2,887,092	09/21/2004
3RP	2,828,263	03/30/2004
THREE RIVERS PHARMACEUTICALS & Design	2,703,734	04/08/2003
THREE RIVERS PHARMACEUTICALS	2,706,158	04/08/2003

B. PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Patent. No. / Publication No.</u>	<u>Issue Date / Publication Date</u>
Process For Producing Wet Ribavirin Pellets	6,720,000	04/13/2004
Process For Producing Wet Ribavirin Pellets	20050075297	4/7/2005
Composition Containing Ribavirin And Use Thereof (ABANDONED)	20040258751	12/23/2004
Composition Containing Ribavirin And Use Thereof	20050019406	01/27/2005
Large Dose Ribavirin Formulations	20060083785	04/20/2006
Large Dose Ribavirin Formulations	20070161583	07/12/2007

BUS_EST:251565-6 017455-133987

C. PATENTS AND PATENT APPLICATIONS CONSISTING OF
 "OTHER INTELLECTUAL PROPERTY" DESCRIBED IN, AND SUBJECT
TO THE LIMITATIONS SET FORTH IN, SECTION 21 OF THE AGREEMENT

Title	Pat./Serial No. (Publication No.)	Issue Date (Pub. Date)	Related Priority Application(s)
Method Of Treating Hepatitis Virus Infection With A Multiphasic Interferon Delivery Profile	10/490,458 (US 2005-0063949 A1)	(03-24-2005)	60/327,744
Method For Treating Hepatitis C Virus Infection In Treatment Failure Patients	10/490,456 (US 2005-0031585 A1)	(02-10-2005)	60/326,100
Method For Treating Hepatitis C Virus Infection In Treatment Failure Patients	10/490,503 (US 2005-0031586 A1)	ABANDONED (02-10-2005)	60/326,088
Combination Therapy For Treating Alphavirus Infection And Liver Fibrosis	10/545,864 (US 2007-0072181 A1)	(03-29-2007)	60/451,316
Compositions And Methods For Treating Coronavirus Infection And SARS	10/814,701 (US 2005-0002901 A1)	(01-06-2005)	60/459,783
Compositions And Methods For Treating Poxvirus Infection	10/551,368		60/458,916
Combination Therapy For Treating Hepatitis C Virus Infection	10/584,169		60/532,834
Combination Therapy For Treating Hepatitis Virus Infection	11/579,962		60/571,196

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

None