

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		07/12/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street		
Internal Address:	23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2828263	3RP	
Registration Number:	2750967	3RP	
Registration Number:	2706158	THREE RIVERS PHARMACEUTICALS	
Registration Number:	2703734	THREE RIVERS PHARMACEUTICALS	
Registration Number:	2921369	RIBACARE	
Registration Number:	3248539	RIBAPAK	
Registration Number:	2952736	RIBASPHERE	
Registration Number:	2887092	RIBASPHERE	
Registration Number:	3276509	RIBATAB	
Registration Number:	2057655	AMPHOTEC	
Registration Number:	3245438	ASPIRE	
Registration Number:	1933729	INFERGEN	

CH \$315.00 2828263

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	52990-015860
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	07/14/2010

Total Attachments: 7
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2010, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Three Rivers Pharmaceuticals, LLC (the "Borrower"), 3RP Holding Company, LLC, a Delaware limited liability company ("Holdings"), the lenders from time to time parties thereto, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; 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 and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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.

Section 3. 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 Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 5. 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.

Section 6. 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,

THREE RIVERS PHARMACEUTICALS, LLC
as Grantor

By: 

Name:

Title:

Paul F. Fagan, J.D., CPA
Executive Vice President/General Counsel

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004242 FRAME: 0057

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,

THREE RIVERS PHARMACEUTICALS, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 
Name: *John Cappellari*
Title: *Vice President*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

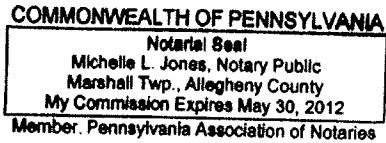
TRADEMARK
REEL: 004242 FRAME: 0058

ACKNOWLEDGMENT OF GRANTOR

State of Pennsylvania)
County of Allegheny) ss.

On this ___ day of July, 2010 before me personally appeared Paul Fagan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Three Rivers Pharmaceuticals, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said corporation.

Michelle L. Jones
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
3RP	Three Rivers Pharmaceuticals, LLC	2828263	03/30/2004
3RP (& design)	Three Rivers Pharmaceuticals, LLC	2750967	08/12/2003
Three Rivers Pharmaceuticals	Three Rivers Pharmaceuticals, LLC	2706158	04/15/2003
Three Rivers Pharmaceuticals (& design)	Three Rivers Pharmaceuticals, LLC	2703734	04/08/2003
RIBACARE	Three Rivers Pharmaceuticals, LLC	2921369	01/25/2005
RIBAPAK	Three Rivers Pharmaceuticals, LLC	3248539	05/29/2007
RIBASPHERE (& design)	Three Rivers Pharmaceuticals, LLC	2952736	05/17/2005
RIBASPHERE	Three Rivers Pharmaceuticals, LLC	2887092	09/21/2004
RIBATAB	Three Rivers Pharmaceuticals, LLC	3276509	08/07/2007
AMPHOTEC	Three Rivers Pharmaceuticals, LLC	2057655	04/29/1997
ASPIRE	Three Rivers Pharmaceuticals, LLC	3245438	05/22/2007
INFERGEN	Amgen Inc. (licensed to Three Rivers Pharmaceuticals,	1933729	11/07/1995

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
	LLC by Owner)		