

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
Kadmon Pharmaceuticals, LLC		10/31/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 West Washington Street
Internal Address:	Suite 1450
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
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
Registration Number:	2703734	THREE RIVERS PHARMACEUTICALS
Registration Number:	2706158	THREE RIVERS PHARMACEUTICALS
Serial Number:	78587879	RIBA-PACK

CORRESPONDENCE DATA

Fax Number: (202)799-5144

900207382

**TRADEMARK
 REEL: 004662 FRAME: 0152**

OP \$265.00 3248539

Phone: 2027994000
Email: dctrademarks@dlapiper.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Ryan C. Compton
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	378635-1
NAME OF SUBMITTER:	Ryan C. Compton
Signature:	/Ryan C. Compton/
Date:	11/17/2011

Total Attachments: 6
source=A&R TSA - Executed#page1.tif
source=A&R TSA - Executed#page2.tif
source=A&R TSA - Executed#page3.tif
source=A&R TSA - Executed#page4.tif
source=A&R TSA - Executed#page5.tif
source=A&R TSA - Executed#page6.tif

Amended and Restated Trademark Security Agreement

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2011, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of Cortland Capital Market Services LLC, 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 Amended and Restated Credit Agreement, dated as of October 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Kadmon Pharmaceuticals, LLC (the "Borrower"), Kadmon Holdings, LLC ("Holdings"), the lenders from time to time parties thereto, the Administrative Agent and Colbeck Capital Management, LLC, as Acting Agent.

W I T N E S S E T H:

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 an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to pledge all of the Collateral, including the Trademark Collateral to secure 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 Amended and Restated 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 Amended and Restated 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 Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Amended and Restated 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 Amended and Restated 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 Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KADMON PHARMACEUTICALS, L.L.C.
as Grantor

By: _____
Name: Steven Gordon
Title: Executive Vice President

ACCEPTED AND AGREED
as of the date first above written:

Cortland Capital Market Services LLC
as Administrative Agent

By: _____
Name: Beata Konopko
Title: Director

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

Very truly yours,

KADMON PHARMACEUTICALS, LLC,
as Grantor

By: _____

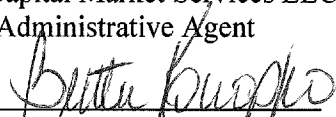
Name: Steven Gordon

Title: Executive Vice President

ACCEPTED AND AGREED
as of the date first above written:

Cortland Capital Market Services LLC
as Administrative Agent

By: _____


Name: Beata Konopko

Title: Director

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. United States Trademarks

<u>Mark</u>	<u>Reg. No. / Appl. No.</u>	<u>Filed / Registered</u>
RIBA-PACK	78/587,879	03/15/2006
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	04/15/2003

B. Foreign Trademarks

<u>Mark/Jurisdiction</u>	<u>Reg. No. / Appl. No.</u>	<u>Filed / Registered</u>
RIBASPHERE Canada	Ser. #1198429	12/01/2003
RIBASPHERE & Design Canada (ABANDONED)	Ser. #1198428	12/01/2003
RIBASPHERE International Bureau	Int'l Reg. #0839811	11/05/2004
RIBASPHERE & Design International Bureau	Int'l Reg. #0847412	11/05/2004

RIBASPHERE Taiwan	Ser. #(93) 29464	04/16/2005
RIBASPHERE & Design Taiwan	Ser. #(93) 29465	04/16/2005
RIBASPHERE (Chinese word mark) Taiwan	Ser. #(93) 41124	05/01/2005
RIBASPHERE Turkey	Int'l Reg. #839811	11/05/04
RIBASPHERE & Design Turkey	Int'l Reg. #847412	11/05/04
Ribasphere Romania	Int'l Reg. #839811	02/14/2005
Ribasphere EU Community	Int'l Reg. #839811	02/17/2005
RibaPak EU Community	Int'l Reg. #005478151	11/08/2006
Ribasphere Macedonia	# TM 2007/827	8/21/2007

Three Rivers Pharmaceuticals, LLC has rights in and to other Foreign trademarks which are not material trademarks required to be disclosed on this Schedule 6.1.15.

C. Infergen Trademarks

<u>Mark</u>	<u>Country</u>	<u>Class</u>	<u>Status</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Infergen	Canada	Interferon preparation for Pharmaceutical Use	Registered	736130	09/01/1993	TMA445367	07/21/1995
Infergen	US	5	Registered	74/424795	08/13/1993	1933729	11/07/1995
Aspire	US	100, 101 and 107	Registered	78/582876	3/8/2005	3245438	5/22/2007