

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		06/17/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Macquarie US Trading LLC
Street Address:	225 West Washington Street, 21st Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2703734	THREE RIVERS PHARMACEUTICALS
Registration Number:	2706158	THREE RIVERS PHARMACEUTICALS
Registration Number:	2952736	RIBASPHERE
Registration Number:	2887092	RIBASPHERE
Registration Number:	3248539	RIBAPAK
Registration Number:	2921369	RIBACARE
Registration Number:	2828263	3RP
Registration Number:	3245438	ASPIRE
Registration Number:	2750967	3RP

CORRESPONDENCE DATA

Fax Number: 2028874288
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 202-887-4103

CH \$240.00 2703734

Email: lgeyer@akingump.com
Correspondent Name: Laura Geyer
Address Line 1: 1333 New Hampshire Ave., NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-1564

ATTORNEY DOCKET NUMBER:	692079.0001
NAME OF SUBMITTER:	Laura Talley Geyer
Signature:	/Laura Talley Geyer/
Date:	06/25/2013

Total Attachments: 12

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Second Amended and Restated Trademark Security Agreement

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2013, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of Macquarie US Trading 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 Second Amended and Restated Credit Agreement, dated as of the date hereof (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, 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, Holdings, the Borrower, the lenders party thereto and Cortland Capital Market Services LLC (the "Resigning Agent") have entered into an Amended and Restated Credit Agreement, dated as of October 31, 2011 (as amended, supplemented or otherwise modified from time to time, the "Existing Credit Agreement");

WHEREAS, pursuant to the Existing Credit Agreement, the Grantor has entered into that certain Amended and Restated Trademark Security Agreement, dated as of October 31, 2011 (the "Existing Trademark Security Agreement"), through which the Resigning Agent was granted a security interest in the Trademark Collateral (as defined in the Existing Trademark Security Agreement);

WHEREAS, the Grantor has agreed, pursuant to an Agency Transfer, Amendment to and Acknowledgment and Reaffirmation of Amended and Restated Guaranty and Security Agreement of even date herewith (the "Transfer and Amendment"), with respect to the Amended and Restated Guaranty and Security Agreement dated as of October 31, 2011 in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, including by the Transfer and Amendment, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

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

WHEREAS, this Second Amended and Restated Trademark Security Agreement amends and restates the Existing Trademark Security Agreement in its entirety;

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 Second 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 Trademarks Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Second 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 Second 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 Second 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,

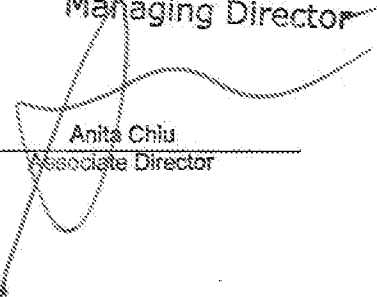
KADMON PHARMACEUTICALS, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

MACQUARIE US TRADING LLC
as Administrative Agent

By: 
Name: Robert M. Perdock
Title: Managing Director


By: 
Name: Anita Chiu
Title: Associate Director

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantor has caused this Second 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 N. Gordon
Title: Executive Vice President and
General Counsel

ACCEPTED AND AGREED
as of the date first above written:

MACQUARIE US TRADING LLC
as Administrative Agent

By: _____
Name:
Title:

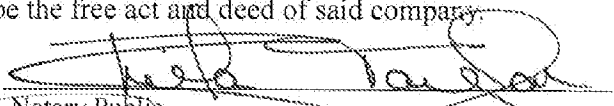
By: _____
Name:
Title:

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of New York)
)
County of New York) ss.

On this 13 day of June, 2013 before me personally appeared Steven D. Gordon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Kadmon Pharmaceuticals, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public

SHEILA A. TAYLOR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/23/2016


[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Kadmon Pharmaceuticals, LLC

A. United States Trademarks


Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
US Federal	THREE RIVERS PHARMACEUTICALS and Design  SN:76-236216 RN:2,703,734 Disclaimer: "PHARMACEUTICALS"	Registered: April 8, 2003 Class 42 First Use: March 1, 2001 Filed: April 5, 2001	Class 42: Pharmaceutical drug development services, namely, development of generic prescription drugs, such services specifically excluding the development and promotion of any health and dietary supplements, vitamins or minerals and also excluding the retail sale of an pharmaceutical, health or dietary products	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	THREE RIVERS PHARMACEUTICALS SN:76-235929 RN:2,706,158 Disclaimer: "PHARMACEUTICALS"	Registered: April 15, 2003 Class 42 First Use: March 1, 2001 Filed: April 5, 2001	Class 42: Pharmaceutical drug development services, namely, development of generic prescription drugs, such services specifically excluding the development and promotion of any health and dietary supplements, vitamins or minerals and also specifically excluding the retail sale of any pharmaceutical, health or dietary products	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	RIBASPHERE and Design  SN:76-535804 RN:2,952,736	Registered: May 17, 2005 Class 5 First Use: April 7, 2004 Filed: July 29, 2003	Class 5: Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis c	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	RIBASPHERE SN:76-412404 RN:2,887,092	Registered: September 21, 2004 Class 5 First Use:	Class 5: Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis c	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
		April 7, 2004 Filed: May 24, 2002		
US Federal	RIBAPAK SN:78-721241 RN:3,248,539	Registered: May 29, 2007 Class 5 First Use: September 29, 2006 Filed: September 27, 2005	Class 5: Pharmaceutical preparation for the treatment of hepatitis c	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	RIBACARE (Stylized) SN:76-567357 RN:2,921,369	Registered: January 25, 2005 Class 44 First Use: April 26, 2004 Filed: December 18, 2003	Class 44: Providing pharmaceutical drug product to indigent and low- income persons suffering from hepatitis c	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	3RP SN:76-236223 RN:2,828,263	Registered: March 30, 2004 Class 42 First Use: April 8, 2003 Filed: April 5, 2001	Class 42: Pharmaceutical drug development services, namely, development of generic prescription drugs	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)
US Federal	3RP and Design 	Registered 8 & 15 July 18, 2009 Int'l Class: 42 First Use: April 8, 2003 Filed:	Class 42: Pharmaceutical drug development services, namely, development of generic prescription drugs	Kadmon Pharmaceuticals, LLC (Delaware Limited Liability Company)

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
	SN:76-235928 RN:2,750,967	April 5, 2001 Registered: August 12, 2003		
US Federal	ASPIRE SN:78-582876 RN:3,245,438	Registered May 22, 2007 Class 41 First Use: April, 2005 Filed: March 8, 2005	Class 41: Educational services, namely, conducting patient education seminars, workshops, and programs and clinical programs in the field of hepatology	Kadmon Pharmaceuticals, LLC (Pennsylvania Limited Liability Company) 119 Commonwealth Drive Warrendale, Pennsylvania 15086

Kadmon Corporation, LLC

A. United States Trademarks

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
US Federal	KADMON and Design  SN:85-148670 RN:4,296,020	Registered February 26, 2013 Class 5 First Use: August 28, 2012 Filed: October 8, 2010	Class 5: Pharmaceuticals for use in the fields of oncology, immunology and viruses	Kadmon Corporation, LLC (Delaware Limited Liability Company) 400 Madison Avenue New York, New York 10017
US Federal	KADMON SN:85-148651 RN:4,296,019	Registered February 26, 2013 Class 5 First Use: August 28, 2012 Filed: October 8, 2010	Class 5: Pharmaceuticals for use in the fields of oncology, immunology and viruses	Kadmon Corporation, LLC (Delaware Limited Liability Company) 400 Madison Avenue New York, New York 10017


Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
US Federal	RIBADAY SN:85-912441	Pending Filed: April 23, 2013	Class 5: Pharmaceutical preparations	Kadmon Corporation, LLC (Delaware Limited Liability Company) 450 East 29th Street New York, New York 10016




Three Rivers Pharmaceuticals LLC

A. United States Trademarks

N/A

B. Foreign Trademarks

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
Canada	RIBASPHERE RN: 755175 AN: 1198429	Registered Filed: December 1, 2003	Wares: Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals a Pennsylvania limited liability company 312 Commerce Park Drive Cranberry, Pennsylvania, 16066, US Federal
Taiwan	RIBASPHERE in Chinese characters  RN: 01150620 AN: 093041124	Registered: May 1, 2005 Filed: September 6, 2004	Class 5: treatment of chronic hepatitis c to the west and prescription pharmaceutical agent.	THREE RIVERS PHARMACEUTICALS, LLC
Taiwan	RIBASPHERE	Taiwan Other Last Status Received:	Class 5: treatment of chronic hepatitis c to the west and prescription pharmaceutical	THREE RIVERS PHARMACEUTICALS,

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
	RN: 01147855 AN: 093029464	Not available Registered: April 16, 2005 Filed: June 28, 2004	agent.	LLC
Taiwan	RIBASPHERE & Design  RN: 01147856 AN: 093029465	Taiwan Other Last Status Received: Not available Registered: April 16, 2005 Filed: June 28, 2004	Class 5: treatment of chronic hepatitis c to the west and prescription pharmaceutical agent.	THREE RIVERS PHARMACEUTICALS, LLC
WIPO/ Int'l Reg.	RIBASPHERE & Design  RN: 847412	Registered November 5, 2004	Class 5: Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA 16066, United States (Federal)
Turkey	RIBASPHERE & Design  RN: 847412	Granted Registered November 5, 2004	Class 5: Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA 16066, United States (Federal)
WIPO/ Int'l Reg.	RIBASPHERE RN: 839811	Registered November 5, 2004	Class 5: Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA 16066, United States (Federal)
Turkey	RIBASPHERE	Granted	Class 5: Pharmaceutical preparations for use, through prescription, in the treatment of	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA

Record	Mark/Serial/App./Reg. No.	Status/Key Dates	Goods/Services	Owner
	RN: 839811	Registered November 5, 2004	chronic hepatitis C.	16066, United States (Federal)
Romania	RIBASPHERE RN: 839811	Granted Registered November 5, 2004	Class 5: Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA 16066, United States (Federal)
European Community	RIBASPHERE RN: 839811	Granted Registered November 5, 2004	Class 5: Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	Three Rivers Pharmaceuticals, LLC 312 Commerce Park Drive Cranberry Township, PA 16066, United States (Federal)
Macedonia	RIBASPHERE AN: TM 2007/827	Pending Filed August 21, 2007	Class 5: Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis C.	THREE RIVERS PHARMACEUTICALS CRANBERRY US (UNITED STATES OF AMERICA)