

## 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		02/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp., as Collateral Agent		
Street Address:	10 Bank Street, 12th Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: 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:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		

CH \$165.00 1508914

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 28514/134

NAME OF SUBMITTER: Christine Slattery

Signature: /Christine Slattery/

Date: 03/04/2014

**Total Attachments: 5**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 21, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN JEFFERIES FINANCE LLC, AS THE FIRST LIEN AGENT AND FIFTH STREET FINANCE CORP., AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

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### 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 Fifth Street Finance Corp. ("Fifth Street"), 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 Grantor, Holdings, the Subsidiary Guarantors, the Lenders, Collateral Agent, and Fifth Street, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), the Lenders have severally agreed to make the Term Loan to the Grantor 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 and the Collateral Agent to enter into the Credit Agreement and to induce each Lender to make the Term Loan thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Defined Terms. 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 “Trademark Collateral”):

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

Grantor Remains Liable. 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, IP Licenses 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.

**CREALTA PHARMACEUTICALS LLC,**  
as Grantor

By: Mark C Tatro  
Name: Mark Tatro  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**FIFTH STREET FINANCE CORP.,**  
as Collateral Agent

By: Fifth Street Management LLC,  
its agent

By: Ivelin M. Dimitrov  
Name: Ivelin M. Dimitrov  
Title: Chief Investment Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005229 FRAME: 0065**

**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