

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KADMON CORPORATION, LLC		08/28/2015	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: 5			
Property Type	Number	Word Mark	
Registration Number:	2952736	RIBASPHERE	
Registration Number:	2887092	RIBASPHERE	
Registration Number:	3248539	RIBAPAK	
Registration Number:	4296020	KADMON	
Registration Number:	4296019	KADMON	
CORRESPONDENCE DATA			
Fax Number:	2128721002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128721002		
Email:	jjamesson@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Jared R. Jamesson		
Address Line 1:	One Bryant Park		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	692079.0001		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		
DATE SIGNED:	09/02/2015		

CH \$140.00 2952736

Total Attachments: 12

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Notwithstanding anything herein to the contrary, the Lien and security interest granted to Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated August 28, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Intercreditor Agreement**"), among PERCEPTIVE CREDIT OPPORTUNITIES FUND, LP, as Class A Representative, MACQUARIE US TRADING LLC, as Class B Agent, Cortland Capital Market Services LLC, as Second Lien Collateral Agent, PERCEPTIVE CREDIT OPPORTUNITIES FUND, LP, as Control Agent, and the Grantors (as defined therein) from time to time party thereto and other persons party or that may become party thereto from time to time. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, KADMON CORPORATION, LLC, a Delaware limited liability company ("**Grantor**"), is party to that certain Security Agreement, dated as of August 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among Grantor, Kadmon Pharmaceuticals, LLC, Kadmon Holdings, LLC, Kadmon Research Institute, LLC, Three Rivers Research Institute I, LLC, Three Rivers Biologics, LLC, Three Rivers Global Pharma, LLC, the other grantors party thereto, and MACQUARIE US TRADING LLC, administrative agent, collateral agent and custodian (in such capacity, the "**Administrative Agent**"), pursuant to which Grantor has granted in favor of Administrative Agent a lien on substantially all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, this Patent and Trademark Security Agreement amends and restates (i) that certain Amended and Restated Patent Security Agreement and (ii) that certain Amended and Restated Trademark Security agreement (together, the "**Existing Agreements**"), each dated as of November 26, 2014, and each made by Grantor in favor of Administrative Agent, as administrative agent for the for the secured parties and for the banks and other financial institutions from time to time parties to the Second Amended and Restated Senior Secured Convertible Credit Agreement, dated as of the November 26, 2014, among Kadmon Pharmaceuticals, LLC (the "**Borrower**"), Kadmon Holdings, LLC ("**Holdings**"), the lenders from time to time parties thereto, and Administrative Agent.

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement to replace the Existing Agreements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby pledges and grants to the Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under all of the following, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement):

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

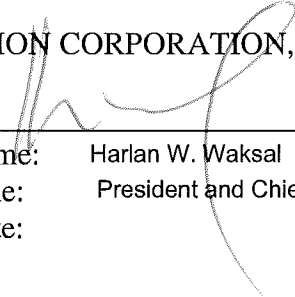
Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

KADMON CORPORATION, LLC, as Grantor

By  _____

Name: Harlan W. Waksal
Title: President and Chief Executive Officer
Date:

**Schedule A
to Patent and Trademark Security Agreement**

PATENTS AND PATENT APPLICATIONS

Kadmon Corporation, LLC

Matter	Country	Application No	Title	Status
473WO1	P.C.T.	PCT/US14/59572	RHO KINASE INHIBITORS (KL148 SERIES)	PENDING
474WO1	P.C.T.	PCT/US15/11657	IMMUNOMODULATORY AGENTS	PENDING
486P1	United States	62/185223	GLUCOSE UPTAKE INHIBITORS	PENDING
487P1	United States	62/185231	TREATMENT OF INFECTIOUS DISEASES WITH GLUCOSE UPTAKE INHIBITORS	PENDING
470US1	US [PCT]	14/431936	RHO KINASE INHIBITORS	PENDING
472US1	US [PCT]	14/431954	HUMAN ANTI-VEGFR-2/KDR ANTIBODIES	PENDING
472WO1	P.C.T.	PCT/US13/63754	HUMAN ANTI-VEGFR-2/KDR ANTIBODIES	PENDING
471US1	US [PCT]	14/431948	TREATMENT OF OCULAR DISORDERS	PENDING
475WO1	P.C.T.	PCT/US15/19658	TREATMENT OF BRAIN AND CENTRAL NERVOUS SYSTEM TUMORS	PENDING
476WO1	P.C.T.	PCT/US15/25176	TREATMENT OF GVHD	PENDING
477P1	United	62/061097	HUMAN ANTI-VEGFR-2/KDR	PENDING

	States		ANTIBODIES	
467US2	United States	14/801335	METHODS FOR TREATMENT OF BREAST CANCER NONRESPONSIVE TO TRASTUZUMAB	PENDING
485P1	United States	62/113132	ANTI-PD1 ANTIBODIES	PENDING
462P1	United States	62/111522	STABLE TRIENTINE FORMULATIONS	PENDING

A. Kadmon Corporation, LLC has acquired exclusive rights in and to certain Patents and patent applications related to the compound XL647 pursuant to an Amended and Restated License Agreement, dated as of September 6, 2011, between Kadmon Corporation, LLC and Symphony Evolution, Inc. Such Patents and patent applications include:

Country	Title	Status	Application No.	Patent No.
USA	Receptor-Type Kinase Modulators and Methods of Use	Granted	10/5222004	7576074
USA	Receptor-Type Kinase Modulators and Methods of Use	Granted	12/455867	8658654
USA	Receptor-Type Kinase Modulators and Methods of Use	Pending	14/060123	

Country	Title	Status	Application No.	Patent No.
USA	Use Of A Receptor-Type Kinase Modulator For Treating Polycystic Kidney Disease	Pending	13/818844	

B. Kadmon Corporation, LLC has acquired exclusive rights in and to certain Patents and patent applications related to the botanical compound PHY906 pursuant to a License Agreement, dated as of February 4, 2011, between Kadmon Corporation, LLC and Yale University. Such Patents and patent applications include:

Matter	Country Desc	Application No	Grant No	Title	Status Desc
462US2	US [PCT]	10/2220876	7025993	HERBAL COMPOSITION PHY-906 AND ITD USE IN CHEMOTHERAPY	GRANTED
463US1	United States	11/100433	7534455	HERBAL COMPOSITION PHY906 AND ITS USE IN CHEMOTHERAPY	GRANTED
465US1	US [PCT]	12/997513	8871279 B2	USE OF THE COMBINATION OF PHY906 AND A TYROSINE KINASE INHIBITOR AS A CANCER TREATMENT REGIMEN	GRANTED
466US2	United States	14/605180		USE OF PHY906 AS TREATMENT FOR INFLAMMATORT BOWEL DISEASE AND/OR IRRITABLE BOWEL SYNDROME	PENDING
464US3	United States	14/581610		HERBAL-COMPOSITION	PENDING

			PHY906 AND ITS USE IN CHEMOTHERAPY	
464US1	US [PCT]	12/527302	8309141 B2	GRANTED
			HERBAL-COMPOSITION PHY906 AND ITS USE IN CHEMOTHERAPY	

C. Kadmon Corporation, LLC has acquired exclusive rights in and to certain Patents and patent applications pursuant to that certain Exclusive License Agreement, dated as of December 8, 2010, between Kadmon Corporation, LLC and Princeton University. Such Patents and patent applications include:

Matter	Country Desc	Application No	Grant No	Title	Status Desc
46102	US [PCT]	13/579967		INHIBITORS OF LONG AND VERY LONG CHAIN FATTY ACID METABOLISM AS BROAD SPECTRUM ANTI-VIRALS	ALLOWED
464US1	US [PCT]	13/982331		INHIBITORS OF MTOR KINASE AS ANTI-VIRAL AGENTS	PENDING
46276	P.C.T.	PCT/US10/43101		INHIBITORS OF CELL-CODED MTOR KINASE WITH ANTI-VIRAL ACTIVITY	PENDING
46202	US [PCT]	13/386547		INHIBITORS OF MTOR KINASE AS ANTI-VIRAL AGENTS	PENDING
46003	United States	12/156517	8158677 B2	TREATMENT OF VIRAL INFECTIONS BY MODULATION OF HOST CELL METABOLIC PATHWAYS	GRANTED
46004	United States	13/438616	9029413 B2	TREATMENT OF VIRAL INFECTIONS BY MODULATION OF HOST CELL METABOLIC PATHWAYS	GRANTED
46005	United States	14/709756		TREATMENT OF VIRAL INFECTIONS BY MODULATION OF HOST CELL METABOLIC	PENDING

				PROTEIN AND APO-B SECRETION
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E. Kadmon Corporation, LLC has acquired exclusive rights in and to certain Patents and patent applications related to MMP-14 antibodies pursuant to that certain License Agreement, dated as of September 16, 2012, between Kadmon Corporation, LLC and Dyax Corp. Such Patents and patent applications include:


Docket No.	Country	Application No.	Patent No.	Status	Title
K2043-708710	US	11/648423	7745587	Granted	ANTIBODIES THAT BIND MMP-14
K2043-708720	US	12/776195	8106168	Granted	METALLOPROTEINASE BINDING PROTEINS
K2043-708721	US	13/335185	9051377	Granted	METHOD FOR TREATING BREAST CANCER USING ANTIBODY BINDING TO MMP-14
K2043-710210	US	12/337218	8183008	Granted	EVALUATING MMP EXPRESSION IN PATIENT STRATIFICATION AND OTHER THERAPEUTIC, DIAGNOSTIC AND PROGNOSTIC METHODS FOR CANCER
K2043-710610	US	12/337140	8147836	Granted	COMPOSITIONS AND METHODS FOR TREATING OSTEOLYTIC DISORDERS COMPRISING MMP-14 BINDING PROTEINS
K2043-710640	US	13/338622	8501181	Granted	COMPOSITIONS AND METHODS FOR TREATING OSTEOLYTIC DISORDERS COMPRISING MMP-14 BINDING PROTEINS
K2043-7141US	US	14/353212		Pending	COMBINATION THERAPY COMPRISING AN MMP-14 BINDING PROTEIN


F. Kadmon Corporation, LLC has acquired exclusive rights in and to certain Patents and patent applications related to salirasinib pursuant to that certain Asset Purchase Agreement, dated as of December 16, 2011, between Kadmon Corporation, LLC and Concordia Pharmaceuticals, Inc. Such Patents and patent applications include:

Country	Appl. / Patent	Title	Status
United States	5,705,528 (RE39682)	FARNESYL DERIVATIVES AND PHARMACEUTICAL COMPOSITIONS CONTAINING THEM	Granted
United States	6,462,086	NON-MALIGNANT DISEASE TREATMENT WITH RAS ANTAGONISTS	Granted
United States	6,946,485	TREATMENT OF POST-ANGIOPLASTY RESTENOSIS AND ATHEROSCLEROSIS WITH RAS ANTAGONISTS	Granted
United States	8,232,253	TREATMENT OF LUNG CANCER	Granted
United States	8,338,481	ALKOXYALKYL S-PRENYLTHIOSALICYLATES FOR TREATMENT OF CANCER	Granted
United States	13/521,637	TREATMENT OF MULTIPLE SCLEROSIS	Filed
Canada	2577310	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS	Granted
United States	8,088,756	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS	Granted
United States	14/662420	METHODS AND COMPOSITIONS FOR ORAL DELIVERY OF FTS	Pending

**Schedule B
to Patent and Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

Record	Mark/Signal/App./Reg. No.	Sign./Key Dates	Goods/Services	Owner
US Federal	RIBASPHERE and Design 	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 Corporation, LLC
US Federal	RIBASPHERE SN:76-412404 RN:2,887,092	Registered: September 21, 2004 Class 5 First Use: April 7, 2004 Filed: May 24, 2002	Class 5: Pharmaceutical preparations for use, through prescription, in the treatment of chronic hepatitis c	Kadmon Corporation, LLC
US Federal	RIBAPAK SN:78-721241 RN:3,248,539	Registered: May 29, 2007 Class 5 First Use: September 29, 2006	Class 5: Pharmaceutical preparation for the treatment of hepatitis c	Kadmon Corporation, LLC

Record	Mark/Serial/App/Reg No	Status/Key Dates	Goods/Services	Owner
US Federal	KADMON and Design 	Filed: September 27, 2005	Class 5: Pharmaceuticals for use in the fields of oncology, immunology and viruses	Kadmon Corporation, LLC
US Federal	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
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