# 00.00 8709

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM420747

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	700519921

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pharming Intellectual Property B.V.		12/07/2016	Besloten Vennootschap (B.V.): NETHERLANDS

## **RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	14-18 Finsbury Square
Internal Address:	Attn: Nooman Hague
City:	London
State/Country:	GREAT BRITAIN
Postal Code:	EC2A 1BR
Entity Type:	Corporation: CALIFORNIA

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	87093160	
Serial Number:	87093151	PHARMING
Registration Number:	4095324	RUCONEST

## **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 858-677-1400

Email: SUSAN.REYNOLDS@DLAPIPER.COM

Correspondent Name: DLA PIPER LLP (US)

Address Line 1: 4365 EXECUTIVE DR., STE. 1100
Address Line 4: SAN DIEGO, UNITED STATES 92121

## **DOMESTIC REPRESENTATIVE**

Name: Silicon Valley Bank
Address Line 1: 3003 Tasman Drive

Address Line 4: Santa Clara, CALIFORNIA 95054

TRADEMARK REEL: 006017 FRAME: 0885

900399491

NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	03/22/2017
Total Attachments: 7	•
source=SVB-Kreos-Pharming-Pharming IP IPSA#page1.tif	
source=SVB-Kreos-Pharming-Pharming IP IPSA#page2.tif	
source=SVB-Kreos-Pharming-Pharming IP IPSA#page3.tif	
source=SVB-Kreos-Pharming-Pharming IP IPSA#page4.tif	
source=SVB-Kreos-Pharming-Pharming	ng IP IPSA#page5.tif
source=SVB-Kreos-Pharming-Pharming	ng IP IPSA#page6.tif

source=SVB-Kreos-Pharming-Pharming IP IPSA#page7.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 7, 2016 by and between SILICON VALLEY BANK, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and PHARMING INTELLECTUAL PROPERTY B.V. ("Grantor").

#### **RECITALS**

- A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- C. It is the purpose of this document to memorialize the grant of the applicable security interests set forth in the Loan Documents with respect to Grantor's Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) in a form suitable for recordation in United States Patent and Trademark Office and/or any other applicable intellectual property offices outside of the United States, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

- 1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.
- 2. Security Interest. This security interest in the Intellectual Property Collateral granted to Collateral Agent, for the benefit of the Lenders, hereby is made under and as more fully set forth in the Loan Documents.
- 3. Merger. This Intellectual Property Security Agreement is subject in all respects to the terms and conditions of the Loan Documents. Nothing contained in this Intellectual Property Security Agreement shall be deemed to supersede or limit any of the representations, warranties, covenants or other agreements contained in the Loan Documents. To the extent any provision of this Intellectual Property Security Agreement is inconsistent with the Loan Documents, the provisions of the Loan Documents shall control.
- 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one instrument.

[Balance of Page Intentionally Left Blank]

WEST\274455066.3 354271-000780

GRANTOR: PHARMING INTELLECTUAL PROPERTY B.V. Address of Grantor: Pharming Group N.V. Ву: Sole Managing Mirector its: Ву: \_\_\_ Name: S, de Vries Chief Executive Officer Its: Name: B.M.1. Giannetti L'hiel Operations Officer COLLATERAL AGENT: SILICON VALLEY BANK Address of Lender: Nooman Haque

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly

executed by its officers thereunto duly authorized as of the first date written above.

[Signature Page to Intellectual Property Security Agreement]

WEST\274455066 354271-000780

14-18 Finsbury Square London, EC2A 1BR

THE .

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:	PHARMING INTELLECTUAL PROPERTY B.V.		
Attn:	By: Pharming Group N.V. Its: Sole Managing Director By:		
	Name: S, de Vries lts: Chief Executive Officer		
	By		
	Name: B.M.L. Giannetti Its: Chief Executive Officer		
	COLLATERAL AGENT:		
Address of Lender:	SILICON VALLEY BANK		
Nooman Haque 14-18 Finsbury Square London, EC2A 1BR	By: 1994		

[Signature Page to Intellectual Property Security Agreement]

WEST\274455066 354271-000780

# EXHIBIT A

Copyrights

<u>Description</u> <u>Registration Number</u> <u>Registration Date</u>

None

WEST\274455066.3 354271-000780

# EXHIBIT B

# Patents

Description	Patent/App. No.	Issue/File Date
DNA sequences to target proteins to the mammary gland for efficient secretion	5565362	10/15/96
Genetic construct of which protein DNA comprises introns and is designed for protein production in transgenic animals	5650503	7/22/97
Transgenic bovine	5741957	4/21/98
Transgenic non-human mammal milk	5750172	5/12/98
Genetic construct of which protein coding DNA comprises introns and is designed for protein production in transgenic animals	5861299	1/19/99
Transgenic bovines and milk from transgenic bovines	6013857	1/11/00
Production of recombinant polypeptides by bovine species and transgenic methods	6140552	10/31/00
Production of heterologous protein in milk of transgenic non- human mammals comprising a construct with an intron	6548735	4/15/03
C1 inhibitor produced in the milk of transgenic non-human mammals	7067713	6/27/06
C1 inhibitor with short half-life transient treatment	RE43691 (7544853)	9/24/12 6/9/09
Homologous recombination in mammalian cells	5612205	3/18/97
Homologous recombination in mammalian cells	5721367	2/24/98
Isolation of lactoferrin from milk	5849885	12/15/98
Isolation of lactoferrin from milk	5861491	1/19/99
Isolation of lactoferrin from milk	5919913	7/6/99
Method for the production of biologically active polypeptides in a mammal's milk as fusion proteins that are less active than the free polypeptides, or non-active	5959171	9/28/99
Production of recombinant polypeptides by bovine species and transgenic methods	6066725	5/23/00
Useful properties of human lactoferrin and variants thereof	6333311	12/25/01
Phenylalaine-free protein and DNA coding therefor	6495344	12/17/02
Use of C1 inhibitor for the prevention of ischemia-reperfusion injury	8071532	12/06/11
Peptide production	5322775	6/21/94
Peptide production	5366894	11/22/94
Peptide production	5476995	12/19/95
Alpha-lactalbumin gene constructs	5852224	12/22/98

WEST\274455066.3 354271-000780

Description	Patent/App. No.	Issue/File Date
Factor 1X production in transgenic non-human mammals and factor 1X DNA sequences with modified splice sites	6046380	4/4/00
Purification of apha-1 proteinase inhibitor	6194553	2/27/01
Peptide production as fusion protein in transgenic mammal milk	6197946	3/6/01
Peptide production as fusion protein in transgenic mammal milk	6211427	4/3/01
Purification of apha-1 proteinase inhibitor	6525176	2/25/03
Expression methods	6525241	2/25/03
Stabilization of milk from transgenic animals	7030289	4/18/06
Fusion proteins incorporating lysozyme	7045677	5/16/06
Use of anticoagulants in the production of recombinant proteins in the milk of transgenic animals	13582044	11/6/12
Milking device	9408366	9/8/16
Expression of exogenous recombinant proteins from the milk of trans- genic mammals	4873316	10/10/89
DNA sequences to target proteins to the mammary gland for efficient secretion	5304489	4/19/94
Process for the sterile filtration of milk	5576040	11/19/96
Method of producing a transgenic bovine or transgenic bovine embryo	5633076	5/27/97
Production of fibrinogen in transgenic animals	RE42704 5639940	9/13/11 6/17/97
Parthenogenic bovine oocyte activation	5843754	12/1/98
Targeted synthesis of protein in mammary gland of a non-human transgenic mammal	5994616	11/30/99
Method of cloning bovines using reprogrammed non-embryonic bovine cells	6011197	1/4/00
Purification of biologically active peptides from milk	6268487	7/31/01
Method of producing a polypeptide in an ungulate	6395958	5/28/02
Transgenic animals secreting desired proteins into milk	6727405	4/27/04
Production of collagen in the milk of transgenic mammals	6713662	3/30/04

WEST\274455066.3 354271-000780

# EXHIBIT C

# Trademarks

Description	Serial/Registration No.	File Date	
RUCONEST	85134646	9/21/10	
Design Only	87093160	7/5/16	
PHARMING	87093151	7/5/16	

WEST\274455066.3 354271-000780

**RECORDED: 01/27/2017**