

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHARMING INTELLECTUAL PROPERTY B.V.		05/15/2017	Private Limited Liability Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	ORBIMED ROYALTY OPPORTUNITIES II, LP		
Street Address:	601 Lexington Avenue, 54th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4095324	RUCONEST	
Serial Number:	87093160		
Registration Number:	5154895	PHARMING	
Serial Number:	87418774		
CORRESPONDENCE DATA			
Fax Number:	4156287522		
<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:	415-268-7000		
Email:	kes8@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	72388-9		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	05/18/2017		
Total Attachments: 9			

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**AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this “**Amended and Restated Intellectual Property Security Agreement**”) is entered into as of May 15, 2017 by and between ORBIMED ROYALTY OPPORTUNITIES II, LP, a Delaware limited partnership, as collateral agent (in such capacity, the “**Collateral Agent**”) and PHARMING INTELLECTUAL PROPERTY B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“**Grantor**”).

RECITALS

A. Reference is made to the Loan and Security Agreement, dated as of December 7, 2016 among Grantor, Pharming Group N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands (“**Parent**”); Pharming Healthcare, Inc. a Delaware Corporation (“**Pharming US**”); Pharming Technologies B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“**PharmTech B.V.**”); Broekman Instituut B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“**Broekman**”); Pharming B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“**Pharming B.V.**”); Pharming Americas B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“**Pharming Americas**” and with Parent, Pharming US, PharmTech B.V., Broekman, Pharming B.V. and Grantor, individually and collectively, the “**Obligors**”); Silicon Valley Bank, a California corporation as collateral agent (in such capacity, the “**Prior Collateral Agent**”), and the lenders party thereto (the “**Loan Agreement**”). Pursuant to the terms of the Loan Agreement, Grantor granted to the Prior Collateral Agent, for the benefit of the lenders under the Loan Agreement, a security interest in all of Grantor’s right, title and interest, whether then existing or thereafter acquired, in, to and under all of the Collateral. The Collateral Agent is the successor to the Prior Collateral Agent under the Loan Agreement.

B. Reference is also made to the Intellectual Property Security Agreement entered into as of December 7, 2016 by and between the Prior Collateral Agent and Grantor filed and recorded with the United States Patent and Trademark Office on December 7, 2016 (the “**Existing Intellectual Property Security Agreement**”).

C. Pursuant to the Amended and Restated Loan and Security Agreement, dated as of May 11, 2017, among Grantor, the other Obligors, the Collateral Agent, and Orbimed Royalty Opportunities II, LP as the Initial Lender (as amended, restated, supplemented, or otherwise modified from time to time, the “**Amended and Restated Loan Agreement**”; capitalized terms not otherwise defined herein have the meaning given to such terms in the Amended and Restated Loan Agreement), the Loan Agreement was amended and restated.

D. It is the purpose of this Amended and Restated Intellectual Property Security Agreement to (i) amend and restate the Existing Intellectual Property Security Agreement and (ii) to memorialize and confirm the continuation under the Amended and Restated Loan Agreement of the security interest originally granted to the Prior Collateral Agent under the Existing Loan Agreement, which security interest is now held by the Collateral Agent as the successor to the Prior Collateral Agent. It is the intention of the parties hereto that the security interest granted and memorialized under the Existing Intellectual Property Security Agreement continues in full force and effect in favor of the Collateral Agent, as successor to the Prior Collateral Agent, after the effectiveness of this Amended and Restated Intellectual Property Security Agreement.

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 Amended and Restated Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Amended and Restated Loan Agreement, Grantor grants and pledges to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its Collateral constituting Intellectual Property (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, and hereby confirms and acknowledges the continuation of all security interests previously created and granted pursuant to the Loan Agreement.

2. **Security Interest.** This security interest in the Collateral constituting Intellectual Property granted to the Collateral Agent, for the benefit of the Secured Parties, hereby is made under and as more fully set forth in the Loan Documents.

3. **Merger.** This Amended and Restated Intellectual Property Security Agreement is subject in all respects to the terms and conditions of the Loan Documents. Nothing contained in this Amended and Restated 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 Amended and Restated Intellectual Property Security Agreement is inconsistent with the Loan Documents, the provisions of the Loan Documents shall control.

4. **Counterparts.** This Amended and Restated Intellectual Property Security 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.

5. **Governing Law.** This Amended and Restated Intellectual Property Security Agreement 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.

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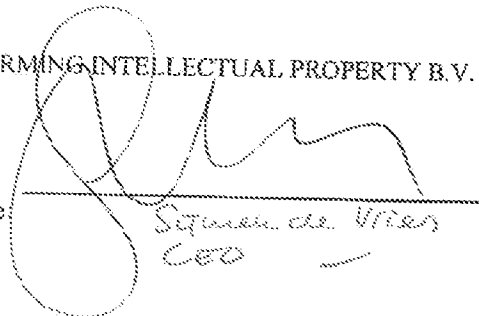
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

PHARMING INTELLECTUAL PROPERTY B.V.

By:

Name:

Title:



Simon de Vries
CEO

Address:

c/o Pharming Group N.V.

Danwinweg 24

23333 CR Linden

the Netherlands

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

Accepted and Agreed:

ORBIMED ROYALTY OPPORTUNITIES II, LP, as Collateral Agent

By: OrbiMed ROF II LLC, its general partner

By: OrbiMed Advisors LLC, its managing member

By: 

Name: Samuel D. Isaly

Title: Managing Member

Address:

OrbiMed Advisors LLC
601 Lexington Avenue, 54th Floor
New York, NY 10022
Attn: Matthew Rizzo
E-mail: Rizzom@orbimed.com
Fax: 212 739 6444
Phone: 212 739 6400

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 006063 FRAME: 0292

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

ny-1283421

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
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	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

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EXHIBIT B

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
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
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

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EXHIBIT B

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
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	1/4/0
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
Mammalian transgenesis by intracytoplasmic sperm injection	6376743	4/23/02
Lysosomal proteins produced in	6118045	7/29/96
Homologous recombination in mammal cells	5612205	8/28/91
Use of C1 inhibitor for the prevention of ischemia-reperfusion injury	8,415,288	12/19/16
Use of C1 inhibitor for the prevention of ischemia-reperfusion injury	9,211,318	12/19/96
Use of anticoagulants in the production of recombinant proteins in the milk of transgenic animals	9,546,381	3/11/11
Development of normal offspring from oocytes injected with freeze-dried spermatozoa	6,641,526	10/23/98

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Reg./App. No.</u>	<u>File Date</u>
RUCONEST	85134646	9/21/10
Design Only	87093160	7/5/16
PHARMING	87093151	7/5/16
TURNING MILK INTO MEDICINE	664592	4/5/00
Device	87/418774	4/20/17

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