



Registration of a Charge

Company name: **MEDPHARM LIMITED**

Company number: **03783386**



X9W05X40

Received for Electronic Filing: **12/01/2021**

Details of Charge

Date of creation: **04/01/2021**

Charge code: **0378 3386 0009**

Persons entitled: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Brief description: **PATENT WITH REGISTRATION NUMBER 06779420.6 AND APPLICATION DATED 14/09/2006. FOR FURTHER DETAILS OF INTELLECTUAL PROPERTY CHARGED, PLEASE SEE THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3783386

Charge code: 0378 3386 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th January 2021 and created by MEDPHARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2021 .

Given at Companies House, Cardiff on 13th January 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, the “**Patent Security Agreement**”) dated January 4, 2021, is between MedPharm Limited, an English company (the “**Grantor**”) and Wells Fargo Bank, National Association (“**Bank**”).

WHEREAS, MP Pharma Services, Inc., a North Carolina corporation (the “**Borrower**”), the Grantor and MedPharm Holdco Limited have entered into the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Bank. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to Bank extending credit from time to time, the Grantor has executed and delivered that certain UK Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, MedPharm Holdco Limited and Bank.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Bank, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed thereunder to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office (“**USPTO**”).

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

A. Grant of Security. The Grantor hereby collaterally grants to Bank (and its successors and permitted assigns) a security interest in and to all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all (a) letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the USPTO or any similar offices in any other country; and (b) (i) rights and privileges arising under applicable Laws with respect to the use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof (all of the foregoing, collectively, the “**Patents**”), set forth in Schedule A hereto;

b. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

c. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

d. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (c), the security interest created hereby shall not extend to any property expressly excluded from the Charged Property (as defined in the Security Agreement).

B. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this Patent Security Agreement secures the payment of all obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the obligations that would be owed by the Grantor to Bank under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

D. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Patent Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

E. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Bank with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc.

THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). Section 7.13 of the Credit Agreement is incorporated by reference herein *mutatis mutandis*.

IN WITNESS WHEREOF, the Grantor and Bank have caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

MEDPHARM LIMITED

By: 
Name: David O'Brien
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:

Name: Monique Dubisky

Title: Managing Director

SCHEDULE A

Patents

Country	Application No.	Application Date	Title	Publication No.	Registration No.	Owner	Status	Next Renewal Date
Austria	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Australia	2006290487	14/09/2006	TOPICAL FORMULATIONS		2006290487	MedPharm Limited	Granted	14-Sep-18
Belgium	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Brazil	PI0616061-1	14/09/2006	TOPICAL FORMULATIONS	2109		MedPharm Limited	Pending - examination requested on 9 September 2009. Agent reported to expect first exam report 8-10 years from the request date	14-Sep-18
Canada	2622624	14/09/2006	TOPICAL FILM-FORMING MONOPHASIC FORMULATIONS		2622624	MedPharm Limited	Granted	14-Sep-18

Switzerland	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
China	200680042292.9	14/09/2006	TOPICAL FORMULATIONS		ZL200680042292.9	MedPharm Limited	Granted	14-Sep-18
Czech Republic	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Germany	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Denmark	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
European Patent Office	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (see EP validations)	14-Sep-18
Spain	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Finland	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
France	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
United Kingdom	0518769.5	14/09/2005	TOPICAL FORMULATIONS			MedPharm Limited	Abandoned (priority application)	n/a
United Kingdom	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Greece	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Hungary	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Ireland	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18

Israel	190174	14/09/2006	TOPICAL FILM-FORMING MONOPHASIC FORMULATIONS		190174	MedPharm Limited	Granted	14-Sep-20
Israel	238777	2013-11-12	Dermal compositions containing unnatural hygroscopic amino acids תכשירים לטיפול בעור המכילים חומצת אמינו היגרוסקופית לא טבעית			MEDPHARM LTD MARC BARRY BROWN NATASHA AREZKI ANDRE COBB ADRIAN CHRISTOPHER WILLIAMS UNIV READING		
Israel	187893	2007-12-04	TOPICAL UNGUAL FORMULATIONS			MEDPHARM LTD MARC BARRY BROWN STUART ALLEN JONES TURNER ROBERT		
India	2504/DELNP/2008	14/09/2006	TOPICAL FORMULATIONS			MedPharm Limited	Abandoned November 2014	14-Sep-18
India	201504805	2015-06-03	DERMAL COMPOSITIONS CONTAINING UNNATURAL HYGROSCOPIC AMINO ACIDS			MEDPHARM LIMITED UNIVERSITY OF READING		
Italy	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Japan	2008-530613	14/09/2006	TOPICAL FORMULATIONS		5677720	MedPharm Limited	Granted	09-Jan-19
Japan (divisional)	2012-277167	14/09/2006	TOPICAL FORMULATIONS	2013-067651		MedPharm Limited	Abandoned July 2014	na/
Republic of Korea	10-2008-7008575	14/09/2006	TOPICAL FORMULATIONS		1326207	MedPharm Limited	Granted	31-Oct-18

Lithuania	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Luxembourg	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Latvia	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Mexico	MX/a/2008/003623	14/09/2006	TOPICAL FORMULATIONS		314936	MedPharm Limited	Granted	14-Sep-18
Mexico	MX2015005980	2015-05-12	COMPOSICIONES DERMICAS QUE CONTIENEN AMINOACIDOS HIGROSCOPICOS NO NATURALES. DERMAL COMPOSITIONS CONTAINING UNNATURAL HYGROSCOPIC AMINO ACIDS.			MEDPHARM LIMITED,GB UNIVERSITY OF READING,GB		
Mexico	MX2007015424	2007-12-06	FORMULACIONES UNGUEALES TOPICAS TOPICAL UNGUAL FORMULATIONS			MEDPHARM LTD		
Netherlands	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Norway	20081790	14/09/2006	TOPICAL FORMULATIONS		339113	MedPharm Limited	Granted	14-Sep-18
New Zealand	567022	14/09/2006	TOPICAL FILM-FORMING MONOPHASIC FORMULATIONS		567022	MedPharm Limited	Granted	14-Sep-18

Poland	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Portugal	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Russia	2008114352	14/09/2006	TOPICAL FORMULATIONS		2428970	MedPharm Limited	Granted	14-Sep-18
Sweden	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Slovenia	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Slovakia	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Turkey	06779420.6	14/09/2006	TOPICAL FORMULATIONS	1931310	1931310	MedPharm Limited	Granted (EP validation)	14-Sep-18
Ukraine	200804715	14/09/2006	TOPICAL FORMULATIONS		94917	MedPharm Limited	Abandoned November 2014	14-Sep-18
United States of America	12/067004	14/09/2006	TOPICAL FORMULATIONS		8349297	MedPharm Limited	Granted	08-Jul-20
United States of America	14202178	2014-03-10	Hypoosmotic solutions for lymph node detection		9808539	MEDPHARM LTD.	Granted	
Patent Cooperation Treaty	PCT/GB2006/003408	14/09/2006	TOPICAL FORMULATIONS	WO 2007/031753		MedPharm Limited	Entered national/regional phase	n/a
South Africa	200803150	14/09/2006	TOPICAL FORMULATIONS		2008/03150	MedPharm Limited	Granted	14-Sep-18
South Africa	200710541	2007-12-04	Topical ungual formulations			MEDPHARM LTD		
	BR20151110700 20131112			GB20120020354 20121112		Owner MedPharm Limited		

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	JAA200804715 20060914			GB20050018769 20050914		Owner MedPharm Limited		
	PL20060779420T 20060914					Owner MedPharm Limited		
	NZ20060563844 20060606			GB20050011499 20050606		Owner MedPharm Limited		
	WO2004GB05274 20041216			GB20030029141 20031216		Owner MedPharm Limited		
	WO2004GB05206 20041210			GB20030028629 20031210		Owner MedPharm Limited		
	WO2004GB05172 20041210			GB20030028630 20031210		Owner MedPharm Limited		
	WO2003GB04836 20031110			GB20020026274 20021111		Owner MedPharm Limited		

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