

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") dated as of October 24, 2012, is entered into by and among Knopp Biosciences LLC, a Delaware limited liability company (the "Company"), and the investors listed on Schedule A hereto, each of which is referred to in this Agreement as an "Investor."

The Company and each of the Investors are parties to one or more Subscription Agreements (each, a "Subscription Agreement", and collectively, the "Subscription Agreements"), pursuant to which the Company sold and the Investors purchased units of combination securities ("Combination Securities"), each consisting of (i) one Class 1 Senior Unit of the Company (each, a "Class 1 Senior Unit"), and (ii) one warrant to purchase up to 0.737089 Class 2 Senior Units of the Company, at an exercise price of \$8.52 per Unit (each, a "Class 2 Senior Unit"). In consideration for the purchase by the Investors of the Combination Securities under the Subscription Agreements, the Company desires to grant the Investors certain rights as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" has the meaning ascribed to that term in Rule 1-02 of Regulation S-X promulgated under the Securities Act.

"Class 1 Senior Unit" has the meaning ascribed to it in the recitals.

"Class 2 Senior Unit" has the meaning ascribed to it in the recitals.

"Common Units" means the Common Units of the Company and any equivalent interests in any successor to the Company (including Common Units or Common Stock of any successor entity).

"Demanding Holders" means Investors which collectively hold at least 20% of the Senior Units or the Common Units issued upon conversion thereof (if applicable at all).

"Effective Date" means the date on which the Company first becomes subject to the periodic reporting requirements of Section 13 of the Exchange Act.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Form S-3 Demand" has the meaning ascribed to it in Section 3.3.

"Initiating Form S-3 Holders" has the meaning ascribed to it in Section 3.3.

"IPO" has the meaning ascribed to it in Section 3.1.

"Person" means an individual, partnership, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

"Prospectus" means the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement and by all other amendments, and supplements to such

prospectus, including post-effective amendments, and all information incorporated by reference in such prospectus.

“Registrable Securities” means all Common Units and Senior Units (i) owned as of the Effective Date by an Investor or (ii) acquired after the Effective Date by an Investor; provided, however, that Common Units or Senior Units that are Registrable Securities shall cease to be Registrable Securities upon the sale thereof pursuant to an effective Registration Statement or pursuant to Rule 144 (or successor rule) under the Securities Act; and provided further that Common Units or Senior Units that are Registrable Securities shall continue to be Registrable Securities upon their transfer in a private transaction exempt from the registration requirements of the Securities Act to a person who is already a party to this Agreement (or an Affiliate of any party to this Agreement) or who becomes a party to this Agreement by agreeing in writing to be bound by the terms of this Agreement, such agreement to be in form and substance reasonably satisfactory to the Company.

“Registration Expenses” means all registration and filing fees, fees with respect to filings required to be made with any exchange or market in which Registrable Securities are to be quoted or listed for trading, the fees and expenses of any “qualified independent underwriter” (and its counsel), if any, that is required to be retained by any holder of Registrable Securities in accordance with the rules and regulations of any exchange or market, fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of one counsel for the underwriters or sellers of Registrable Securities in connection with blue sky qualifications of the Registrable Securities and determination of their eligibility for investment under the laws of such jurisdictions as the managing underwriters or holders of a majority of the Registrable Securities being sold may designate), printing expenses, messenger, telephone and distribution expenses associated with the preparation and distribution of any Registration Statement, any Prospectus, and amendments or supplements thereto, any underwriting agreements, securities sales agreements and other documents relating to the performance of and compliance with this Agreement, all fees and expenses associated with the listing of any Registrable Securities on any securities exchange or exchanges, and fees and disbursements of counsel for the Company and its independent certified public accountants, any fees and expenses of underwriters customarily paid by issuers (but specifically excluding any Selling Expenses), the fees and expenses of other persons retained by the Company, and the reasonable fees and disbursements of one counsel to the holders of the Registrable Securities that are being sold, which counsel shall be reasonably satisfactory to the Company.

“Registration Statement” means any registration statement of the Company filed under the Securities Act, including the Prospectus forming a part thereof, amendments and supplements to such Registration Statement, including post-effective amendments, and all exhibits to and all information incorporated by reference in such Registration Statement.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“Selling Expenses” means, with respect to any holder of Registrable Securities, all underwriting discounts, selling commissions and stock transfer or documentary stamp taxes, if any, applicable to any Registrable Securities registered and sold by such holder, and all fees and disbursements of any counsel for such holder (other than any counsel fees expressly constituting a Registration Expense as defined in this Agreement).

“Senior Units” means, collectively, the Class 1 Senior Units and the Class 2 Senior Units.

“Underwritten Offering” means an offering registered under the Securities Act in which securities are sold to an underwriter, whether on a “firm commitment,” “best efforts” or other basis, for reoffering to the public.

2. Securities Subject to this Agreement. The only securities entitled to the benefits of this Agreement are the Registrable Securities.

3. Registration of Registrable Securities

3.1 Demand Registration

- (a) Demand. At any time 180 days after the Company has made an initial public offering (an “IPO”) of its membership interests (but not within 180 days of any registration of the Company’s securities), the Demanding Holders shall have the right, exercisable by making a written request to the Company (with each such request being referred to hereinafter as a “Demand”), to require that the Company effect the registration of the offering and sale of any of Registrable Securities held by the Demanding Holders in which the anticipated aggregate offering price (net of underwriting discounts and commissions) is at least \$50,000,000. Upon receipt of a Demand, the Company shall use all reasonable efforts to file a Registration Statement with the SEC to effect the registration of the Registrable Securities subject to the Demand. The Company may register additional Common Units or Senior Units pursuant to a registration requested pursuant to this Section 3.1, subject to the underwriters’ cut back provisions of Section 3.1(d).
- (b) Effective Registration Statement. A registration requested pursuant to this Section 3.1 shall not be deemed to have been effected unless a Registration Statement with respect thereto has become effective and remained effective in compliance with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement until such time as no less than 30% of such Registrable Securities have been disposed of in accordance with the intended methods of disposition by the Demanding Holders thereof set forth in such Registration Statement, unless the failure to so dispose of such Registrable Securities shall be caused solely by reason of a failure on the part of the Demanding Holders); provided, however, that such period need not exceed one hundred thirty-five (135) days, (i) if, after it has become effective, such registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court for any reason not attributable to the Demanding Holders and has not thereafter become effective, or (ii) if the conditions to closing specified in the underwriting agreement, if any, entered into in connection with such registration are not satisfied or waived, other than by reason of a failure on the part of the Demanding Holders.
- (c) Selection of Underwriters. The underwriter or underwriters of each underwritten offering of the Registrable Securities to be so registered shall be selected by the Demanding Holders of more than a majority of the Registrable Securities to be included in such registration and shall be reasonably acceptable to the Company.

- (d) Underwriters' Cutbacks. If the lead managing underwriter of the underwritten offering shall inform the Company of its opinion that the number of Registrable Securities requested to be included in such registration would, in its opinion, materially adversely affect such offering, including the price at which such securities can be sold, the Company shall so advise the Demanding Holders in writing and shall include in such registration, to the extent of the number which the Company is so advised can be sold in (or during the time of) such offering, first, all securities requested by the Demanding Holders as the Company is advised can be sold, and second, to the extent that the number of Common Units or Senior Units which the Demanding Holders propose to register pursuant to Section 3.1(a) is less than the number of Common Units or Senior Units which the Company has been advised can be sold in such offering without having the material adverse effect referred to above, such Common Units or Senior Units as the Company proposes to register for its own account. To the extent that the number of membership interests which the Company is so advised can be sold in (and during the time of) such offering is less than the number of membership interests of Registrable Securities which the Demanding Holders have requested to be included in such registration, the number of membership interests of Registrable Securities so registered shall be allocated pro rata among the Demanding Holders on the basis of the number of membership interests of Registrable Securities owned by each such Demanding Holders.
- (e) Limitations on Demand Registrations. Following a registration pursuant to this Section 3.1, the Company shall not be required to effect another registration pursuant to this Section 3.1 for the one-year period immediately subsequent to the effectiveness (within the meaning of Section 3.1(b)) of the Registration Statement filed with respect to such first registration. In addition, holders of membership interests of Registrable Securities shall be limited to two registrations pursuant to Demand in the aggregate. The Company may delay the filing of any Registration Statement pursuant to this Section 3.1 for a reasonable period of time if, in the good faith judgment of the Board of Managers of the Company, the Company would be required to include in such Registration Statement material information which at that time could not be publicly disclosed without materially interfering with any financing, acquisition, corporate reorganization or other material development or transaction then pending or in progress and without other material adverse consequences; provided, however, that the Company shall not make such election to delay more than once in any rolling twelve (12) month period and the duration of any such delay shall not exceed one hundred and eighty (180) days from the date the Company's Board of Managers actually becomes aware of such material development or transaction; and, provided, further, that the Company shall make such filing no later than the earlier of (i) the date on which the conditions that permitted it to delay such filing no longer pertain and (ii) the end of such 180-day period. In the event of any such delay, any Demanding Holder shall have the right to withdraw his or its request for registration.

3.2 Piggy-Back Registration.

- (a) Right to Include Registrable Securities. If the Company at any time proposes to register the offering and sale of Common Units or Senior Units under the Securities Act by registration on any form other than Forms S-4 or S-8 (or any

successor forms) whether or not for sale for its own account, it shall each such time give prompt written notice to all holders of Registrable Securities of its intention to do so and of such holders' rights under this Section 3.2. Upon the written request of any such holder (a "Requesting Holder") made as promptly as practicable and in any event within ten (10) days after the receipt of any such notice (which request shall specify the Registrable Securities intended to be disposed of by such Requesting Holder and the intended methods of such disposition), the Company shall use all reasonable efforts to effect the registration under the Securities Act of all Registrable Securities which the Company has been so requested to register by the Requesting Holders thereof to the extent requisite to permit the disposition (in accordance with such intended methods thereof) of the Registrable Securities to be registered; provided that (i) if such registration involves an underwritten public offering, all holders of Registrable Securities requesting to be included in the Company's registration must sell their Registrable Securities to the underwriters selected by the Company on the same terms and conditions as apply to the Company; and (ii) if, at any time after giving notice of its intention to register any securities pursuant to this Section 3.2(a) and prior to the effective date of the Registration Statement filed in connection with such registration, the Company shall determine for any reason not to register such securities, the Company shall give written notice to all holders of Registrable Securities and, thereupon, shall be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from any obligation of the Company to pay the Registration Expenses in connection therewith). If a registration pursuant to this Section 3.2(a) involves an underwritten public offering, any holder of Registrable Securities requesting to be included in such registration may elect, in writing prior to the effective date of the Registration Statement filed in connection with such registration, not to register such securities in connection with such registration.

- (b) Pro Rata Cutback. If the lead managing underwriter of the underwritten offering shall inform the Company of its opinion that the number of Registrable Securities requested to be included in such registration (together with any similar registration rights exercised in connection therewith) would, in its opinion, materially adversely affect such offering, including the price at which such securities can be sold, the Company shall so advise the Requesting Holders in writing and shall include in such registration, to the extent of the number which the Company is so advised can be sold in (or during the time of) such offering, first, all securities proposed by the Company as so advised can be sold for its own account, and second, to the extent that the number of Common Units or Senior Units which the Company proposes to sell for its own account pursuant to Section 3.2(a) is less than the number of Common Units or Senior Units which the Company has been advised can be sold in such offering without having the material adverse effect referred to above, such Registrable Securities requested to be included in such registration pursuant to this Section 3.2, allocated pro rata among all holders of securities to be included in the offering on the basis of the number Registrable Securities owned by each Requesting Holder (as well as other holders of registration rights similar in nature hereto).

3.3 Registration on Form S-3.

- (a) After an IPO of the Company's securities, the Company shall use all reasonable efforts to qualify for registration on Form S-3 or any comparable or successor form or forms. If at any time or from time to time following an IPO, (i) any holder or holders of Registrable Securities ("Initiating Form S-3 Holders") request that the Company file a Registration Statement on Form S-3 (or successor form thereto) covering the sale or other distribution of all or any portion of the Registrable Securities held by such Initiating Form S-3 Holder ("Form S-3 Demand"), (ii) the reasonably anticipated aggregate price to the public, as determined by the Board of Managers of the Company, would equal or exceed \$2,000,000 for such Initiating Form S-3 Holder(s), and (iii) the Company is a registrant qualified to use Form S-3 (or any successor thereto) to register such Registrable Securities, then the Company shall use reasonable efforts to register on Form S-3 (or any successor thereto) as soon as practicable after receipt of an S-3 Demand the number of Registrable Securities specified in such Form S-3 Demand. Notwithstanding the foregoing, if the Company shall furnish to the Initiating Form S-3 Holder a letter signed by the Chief Executive Officer of the Company stating that in the good faith opinion of the Company's Board of Managers it would be materially detrimental to the Company and its members for such Registration Statement to be filed and it is therefore desirable to defer the filing of such Registration Statement, the Company shall have the right to defer taking action.
- (b) Limits on Form S-3 Demands. Subject to the requirements set forth in Section 3.3(a), any Initiating Form S-3 Holder may exercise an unlimited number of Form S-3 Demands during the term of this Agreement; provided, however, that the Company shall not be required to effect more than one registration pursuant to this Section 3.3 per any 12-month period.

4. Registration Procedures.

In connection with the Company's obligations under Section 3, the Company shall use all reasonable efforts to effect such registration to permit the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof, and pursuant thereto the Company shall as expeditiously as practicable:

- (a) prepare and file with the SEC, as soon as practicable, a Registration Statement on an appropriate registration form, which Registration Statement shall comply as to form in all material respects with the requirements of the applicable form and include or incorporate by reference all financial statements required by the SEC to be filed therewith or incorporated by reference therein, and in either case use all reasonable efforts to cause such Registration Statement to become effective and remain effective in accordance with Section 3.1(b); provided, however, that before filing a Registration Statement or Prospectus or any amendment or supplement thereto, including information incorporated by reference after the initial filing of the Registration Statement, the Company shall furnish to the holders of the Registrable Securities covered by such Registration Statement and the managing underwriter or underwriters, if any, copies of all such documents proposed to be filed (including, upon request, any and all exhibits thereto), which documents shall be subject to the reasonable and prompt review of such holders

and underwriters, and the Company shall not file any Registration Statement or amendment thereto or any Prospectus or any supplement thereto to which the holders of at least fifty percent (50%) of the Registrable Securities covered by such Registration Statement, or the managing underwriter or underwriters, if any, shall reasonably object;

- (b) prepare and file with the SEC such amendments and post-effective amendments to such Registration Statement as may be necessary to keep the Registration Statement effective for the applicable period, or such shorter period which shall terminate when all Registrable Securities covered by such Registration Statement have been sold; cause the Prospectus to be supplemented by any required Prospectus supplement, and to be filed pursuant to Rule 424 promulgated under the Securities Act; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the selling holders set forth in such Registration Statement or supplement to the Prospectus;
- (c) notify the selling holders of Registrable Securities and the managing underwriter or underwriters, if any, promptly, and (if requested by any such person) confirm such advice in writing promptly, (1) when the Prospectus or any Prospectus supplement or post-effective amendment to the Registration Statement has been filed, and, with respect to such Registration Statement or any post-effective amendment thereto, when the same has become effective, (2) of any comments of the SEC or any state securities authority with regard to the Registration Statement and of any request by the SEC or any state securities authority for amendments or supplements to the Registration Statement or the Prospectus or for additional information, (3) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose, (4) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, (5) in the case of any shelf Registration Statement, if between the effective date of a Registration Statement and the closing of any sale of Registrable Securities covered thereby, the representations and warranties of the Company contained in any underwriting agreement, securities sale agreement or other similar agreement, relating to the offering cease to be true and correct in all material respects and (6) of the happening of any event or the discovery of any facts that makes any statement made in the Registration Statement, the Prospectus or any document incorporated therein by reference untrue in any material respect or which requires the making of any changes in the Registration Statement, the Prospectus or any document incorporated therein by reference in order to make the statements therein not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading at the time they are made;
- (d) make reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement at the earliest possible time;

- (e) if requested by the managing underwriter or underwriters or a holder of Registrable Securities being offered for sale in connection with an underwritten offering, promptly incorporate in a Prospectus supplement or post-effective amendment such information as the managing underwriter or underwriters or such holder of Registrable Securities being offered for sale consider should be included therein relating to the plan of distribution with respect to such Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered for sale, the purchase price being paid therefor and with respect to any other terms of the offering of the Registrable Securities to be sold in such offering; and make all required filings of such Prospectus supplement or post-effective amendment as soon as practicable after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;
- (f) furnish to each selling holder of Registrable Securities and each managing underwriter, without charge, at least one copy of the Registration Statement, any amendment (including any post-effective amendment) thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference);
- (g) deliver to each selling holder of Registrable Securities and the underwriters, if any, without charge, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such persons may reasonably request;
- (h) prior to any public offering of Registrable Securities, register or qualify or cooperate with the selling holders of Registrable Securities, the underwriters, if any, and their respective counsel in connection with the registration or qualification of such Registrable Securities for offer and sale under the state securities or blue sky laws of such jurisdictions as any seller or underwriter reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by the Registration Statement; provided that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to general service of process in any such jurisdiction where it is not then so subject;
- (i) cooperate with the selling holders of Registrable Securities and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold without any restrictive legends; and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriter or underwriters may request at least two business days prior to any sale of Registrable Securities to underwriters;
- (j) upon the occurrence of any event contemplated by Section 4(c)(6), prepare a supplement or post-effective amendment to the Registration Statement or the related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities, the Prospectus shall not contain an untrue statement of a

material fact or omit to state any material fact necessary to make the statements therein not misleading;

- (k) use all reasonable efforts to cause all Registrable Securities covered by the Registration Statement to be listed on each securities exchange, if any, on which the Common Units or the Senior Units is then listed;
- (l) enter into such agreements (including an underwriting agreement) and take all such other actions in connection therewith in order to expedite or facilitate the disposition of Registrable Securities covered by a Registration Statement and in such connection, whether or not an underwriting agreement is entered into and whether or not the registration is an underwritten registration (1) make such representations and warranties to the holders of such Registrable Securities and the underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in primary underwritten offerings; (2) obtain opinions of counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriter or underwriters, if any, and the holders of at least a majority of the Registrable Securities being sold, addressed to each selling holder and the underwriters, if any, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such holders and underwriters; and (3) obtain "comfort" letters and updates thereof from the Company's independent certified public accountants addressed to the selling holders of Registrable Securities and the underwriters, if any, such letters to be in customary form and covering matters of the type customarily covered in "comfort" letters by underwriters in connection with primary underwritten offerings;
- (m) make available for inspection by a representative of the holders of at least a majority of the Registrable Securities, any underwriter participating in any disposition pursuant to Registration Statement and any attorney or accountant retained by any selling holder or holders of Registrable Securities or any underwriter, all financial and other records and all pertinent corporate documents and properties of the Company, and cause the Company's officers, managers and employees to be available for discussions with and to supply all information reasonably requested by any such representative, underwriter, attorney or accountant in connection with such Registration Statement; provided, that any records, information or documents that are designated by the Company in writing as confidential shall be kept confidential by such persons unless disclosure of such records, information or documents is required by court or administrative order or becomes publicly available;
- (n) use all reasonable best efforts to comply with all applicable rules and regulations of the SEC and make generally available to its security holders, as provided in Rule 158 or otherwise, earnings statements satisfying the provisions of Section 11(a) of the Securities Act;
- (o) promptly prior to the filing of any document which is to be incorporated by reference into Registration Statement or Prospectus (after initial filing of the Registration Statement), provide copies of such document to counsel to the selling holders of Registrable Securities and to the managing underwriter or

underwriters, if any, make the Company's representatives available for discussion of such document and make such changes in such document prior to the filing thereof as counsel for such selling holders or underwriters may reasonably request; and

- (p) otherwise reasonably cooperate with the selling holders of Registrable Securities to carry out the intent of this Agreement.

The Company may require each selling holder of Registrable Securities as to which any registration is being effected to furnish to the Company such information regarding the distribution of such securities as the Company may from time to time reasonably request in writing; provided, however, that such information shall be used by the Company only to the extent necessary for and in connection with, such registration.

Each holder of Registrable Securities agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4(c)(6) hereof, such holder shall forthwith discontinue disposition of such Registrable Securities until such holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 4(j), or until it is advised in writing (the "Advice") by the Company that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings which are incorporated by reference in the Prospectus, and, if so directed by the Company, such holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event the Company shall give any such notice, the time periods regarding the maintenance of the Registration Statement in Section 3 shall be extended by the number of days during the period from and including the date of the giving of such notice pursuant to Section 4(c)(6) to and including the date when each seller of Registrable Securities covered by such Registration Statement shall have received the copies of the supplemented or amended prospectus contemplated by Section 4(j) or the Advice.

- 5. Expenses of Registration. All Registration Expenses incurred in connection with any registration commenced in accordance with Section 3 (even if subsequently terminated or withdrawn) shall be borne by the Company. All Selling Expenses relating to Registrable Securities registered on behalf of any person shall be borne by such person.

- 6. Indemnification.

- (a) Indemnification by Company. The Company shall indemnify and hold harmless, to the full extent permitted by law, each holder of Registrable Securities, its officers, directors and employees and each person who controls such holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses arising out of any untrue or alleged untrue statement of a material fact contained in any Registration Statement (or amendment (including any post-effective amendment) or supplement thereto), Prospectus or preliminary Prospectus) or any amendment or supplement thereto, including all documents incorporated therein by reference, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the Registration Statement or Prospectus after the Company has furnished such holder with a sufficient number of copies of the same; provided, however, that in

the event of an underwritten offering, no holder shall be deemed to have failed to make any such delivery. The Company shall also indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers and directors and each person who controls such persons (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the holders of Registrable Securities, if requested.

- (b) Indemnification by Holder of Registrable Securities. In connection with a Registration Statement, each holder of Registrable Securities covered thereby shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any Registration Statement (or amendment (including any post-effective amendment) or supplement thereto) or Prospectus (or any amendment or supplement thereto) and shall indemnify and hold harmless, to the full extent permitted by law, the Company, its managers and officers and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses arising out of any untrue or alleged untrue statement of a material fact or any omission or alleged omission of a material fact required to be stated in the Registration Statement (or amendment (including any post-effective amendment) or supplement thereto) or Prospectus or preliminary Prospectus (or any amendment or supplement thereto), including all documents incorporated therein by reference or necessary to make the statements therein not misleading, to the extent, but only to the extent, that such untrue statement is contained or omission is required to be in any information so furnished in writing by such holder to the Company specifically for inclusion in such Registration Statement (or amendment (including any post-effective amendment) or supplement thereto) or Prospectus (or any amendment or supplement thereto). The liability of any selling holder of Registrable Securities hereunder shall not exceed the dollar amount of the proceeds received by such holder upon the sale of the Registrable Securities giving rise to such indemnification obligation. The Company shall be entitled to receive indemnities from underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, to the same extent as provided above with respect to information so furnished in writing by such persons specifically for inclusion in any Prospectus or Registration Statement (or amendment (including any post-effective amendment) or supplement thereto).
- (c) Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder shall (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party, provided, however, that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (a) the indemnifying party has agreed to pay such fees or expenses, or (b) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person, or (c) in the reasonable judgment of any such person, based upon advice of its counsel, a conflict of interest may exist between such person and the indemnifying party with respect to such claims or there may exist

legal defenses for such person that are materially different from or in addition to those available to the indemnifying party (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person). If such defense is not assumed by the indemnifying party, the indemnifying party shall not be subject to any liability for any settlement or consent to judgment made without its consent (but if such consent is requested, such consent shall not be unreasonably withheld). No indemnifying party shall be required to consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party, after consultation with counsel, a conflict of interest may exist between such indemnified party and any other of such indemnified parties or there may exist legal defenses for such indemnified party that are materially different from or in addition to those available to the other indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the fees and expenses of such additional counsel or counsels.

- (d) Contribution. If for any reason the indemnification provided for in the preceding clauses (a) and (b) is unavailable to an indemnified party or insufficient to hold it harmless as contemplated by the preceding clauses (a) and (b), then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability (i) in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect the relative benefits received by the indemnified party and the indemnifying party as well as their relative fault, as well as any other relevant equitable considerations. The relative fault of the indemnified party and the indemnifying party shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the indemnified party or the indemnifying party and each party's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission, provided that no holder of Registrable Securities shall be required to contribute in an amount greater than the dollar amount of the proceeds received by such holder with respect to the sale of any Registrable Securities. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Notwithstanding the foregoing, in no event shall a Selling Holder be liable under this Section 6(d) for contribution in an amount in excess of the proceeds received by such Selling Holder in the sale of Registrable Securities giving rise to such contribution obligation.

7. Current Public Information. For so long as the Company is subject to the reporting requirements of Section 13 or 15 of the Exchange Act, the Company covenants that it will file the reports

required to be filed by it under the Securities Act and Section 13(a) or 15(d) of the Exchange Act and the rules and regulations adopted by the SEC thereunder, that if it ceases to be so required to file such reports, it will upon the request of any holder of Registrable Securities (a) make publicly available such information as is necessary to permit sales pursuant to Rule 144 under the Securities Act, (b) deliver such information to a prospective purchaser as is necessary to permit sales pursuant to Rule 144A under the Securities Act and it will take such further action as any holder of Registrable Securities may reasonably request, and (c) take such further action that is reasonable in the circumstances, in each case, to the extent required from time to time to enable such holder to sell its Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such Rule may be amended from time to time, (ii) Rule 144A under the Securities Act, as such Rule may be amended from time to time, or (iii) any similar rules or regulations hereafter adopted by the SEC. Upon the request of any holder of Registrable Securities, the Company will deliver to such holder a written statement as to whether it has complied with such requirements.

8. Miscellaneous.

- (a) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless the Company has obtained the written consent of the holders of a majority of the Registrable Securities, provided, however, that such consent includes (i) the holders of a majority of the Class 1 Senior Units outstanding and (ii) the holders of a majority of the Class 2 Senior Units outstanding; provided, further, however, that with respect to a particular Registration Statement filed pursuant to Section 3, a waiver or consent to departure from the provisions of this Agreement regarding only such Registration Statement and the offering covered thereby may be given by all holders of the Registrable Securities covered by such Registration Statement, except that no such waiver or consent shall operate to affect adversely the rights hereunder of any other holder of Registrable Securities.
- (b) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telex, telecopier, or courier guaranteeing overnight delivery:
 - (i) if to a holder of Registrable Securities, at the most current address given by such holder to the Company in accordance with the provisions of this Section 8(b); and
 - (ii) if to the Company, at Knopp Biosciences LLC, 2100 Wharton St., Suite 615, Pittsburgh, PA 15203, Attention: President, or at such other address as the Company may select by giving notice to the holders of Registrable Securities in accordance with this Section 8(b).

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if telecopied; and on the next business day if timely delivered to a courier guaranteeing overnight delivery.

- (c) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, provided that neither this Agreement nor any rights hereunder are assignable in whole or in part without the prior consent of the Company (which consent may be granted or withheld in the Company's discretion).
- (d) Termination. The obligations of the Company to register Registrable Securities which have not accrued prior to such time shall terminate upon (i) a merger or consolidation of the Company (other than a merger or consolidation in which the Company or its members own more than fifty percent of the combined voting power of the surviving or successor entity), or (ii) the acquisition by any independent person or independent affiliated group of persons of more than 50% of the combined voting power of the Company's issued and outstanding stock.
- (e) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto 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.
- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed in Delaware without regard to principles of conflicts of laws.
- (g) Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under existing or future applicable law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable provisions.
- (h) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no representations, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the registration rights granted by the Company hereby. Upon the Effective Date, this Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter, and cannot be changed or terminated orally.
- (i) Construction. As used in this Agreement, unless the context otherwise requires (i) references to "Sections" are to sections of this Agreement, (ii) "hereof", "herein", "hereunder" and comparable terms refer to this Agreement in its entirety and not to any particular part of this Agreement, (iii) the singular includes the plural and the masculine, feminine and neutral gender includes the other, (iv) "including" or "includes" shall be deemed to be followed by the phrase "without limitation", and (v) headings of the various Sections and

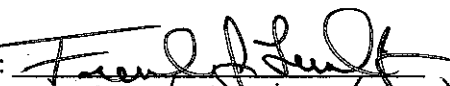
subsections are for convenience of reference only and shall not be given any effect for purposes of interpreting this Agreement. If and to the extent that the Company converts into a corporation, then any reference in this Agreement to membership interests, members, Common Units and Senior Units shall be deemed to make reference, with the conforming changes, to shares, shareholders, Common Stock and Senior Shares, as applicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Wierman Jr.
Title: Vp and General Counsel

INVESTOR:


Name: Richard Funder

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucchino Jr.
Name: Frank J. Lucchino Jr.
Title: Vice President General Counsel

INVESTOR:

Pasquale A. France Schell
Name: PASQUALE A.
FRANCE SCHELL

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: [Signature]
Name: Frank J. Buccino Jr.
Title: ~~President and CEO~~
VP and General Counsel

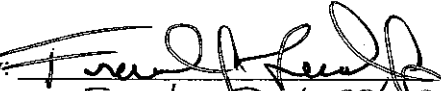
INVESTOR:

[Signature]
Name: WALTER LAVERICK

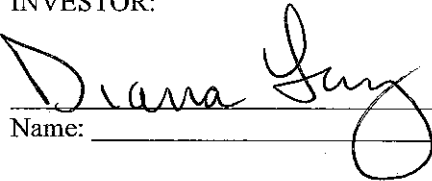
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank D. Buccino Jr.
Title: VP and General Counsel

INVESTOR:


Name: _____

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

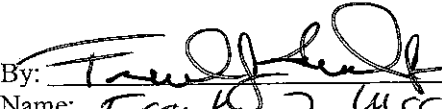
By: Frank J. Lucchino Jr.
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

INVESTOR: Robert A. Nassif, Jr.
Name: Robert A. Nassif, Jr.

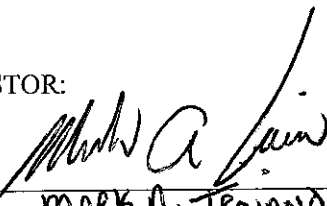
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Micchino Jr.
Title: Vp and General Counsel

INVESTOR:


Name: MARK A. TROIANO

WITNESS the due execution hereof as of this date first above written.


COMPANY:

KNOPP BIOSCIENCES LLC

By:

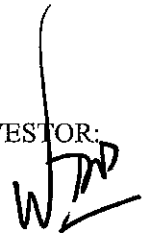
Name:

Title:


Frank J. Lucchino Jr.
VP and General Counsel

INVESTOR:

Name:


Lawson A. Wilkinson

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank D. Luchman Jr.
Name: Frank D. Luchman Jr.
Title: V.P. General Counsel

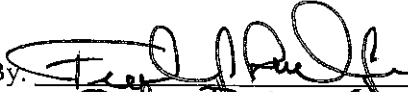
INVESTOR:

Terence E. Ankner
Name: Terence E. Ankner


WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Francis J. Guccione Jr.
Title: VP + General Counsel

INVESTOR:


Name: CHARLES E. BALLEIN

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 

Name: Frank J. Luchino Jr.

Title: Vice President and General Counsel

INVESTOR:

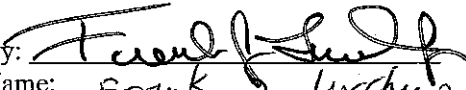


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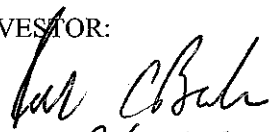
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COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchesio Jr.
Title: vp and General Counsel


INVESTOR:


Name: Robert C. Barber

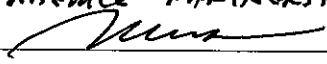
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COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel


INVESTOR:

BIOSCIENCE PARTNERSHIP

Name: MICHAEL GRANTE
PARTNER

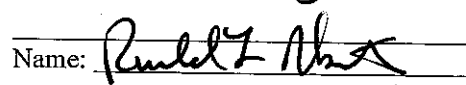
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COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchesi
Title: VP and General Counsel

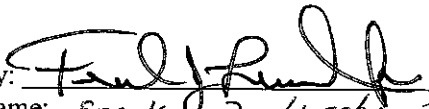
INVESTOR:

BD P Holdings, LLC
Name: 
Managing Member

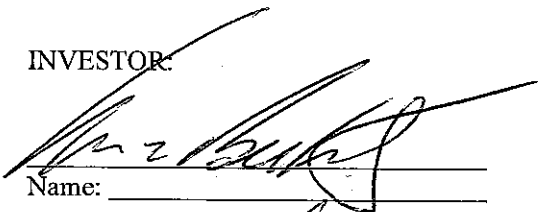
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COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: Vp and General Counsel

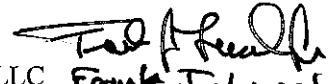
INVESTOR:


Name: Nancy R. Berkowitz

WITNESS the due execution hereof as of this date first above written.

COMPANY:


KNOPP BIOSCIENCES LLC


Frank J. Lucchiani Jr.
VP + General Counsel

By: Kellie E Rogers
Name: Kellie Rogers
Title: _____



INVESTOR:

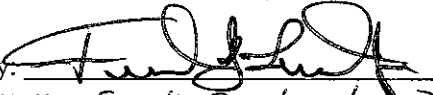

Name: _____

Kellie E Rogers

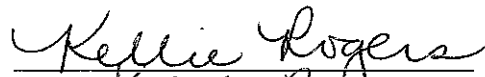
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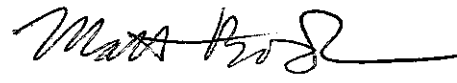
COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

INVESTOR:


Name: Kellie Rogers


Matt Bootman

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 

Name: Frank J. Lucchese Jr.

Title: VP and General Counsel

INVESTOR:




Name: Robert Bowser

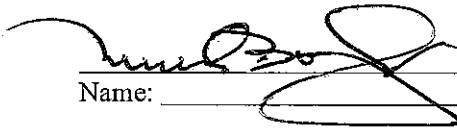
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COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lockero Jr.
Title: Vp and General Counsel

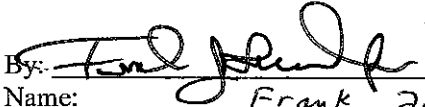
INVESTOR:


Name: _____

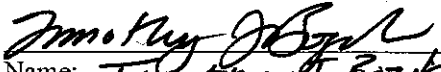
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COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

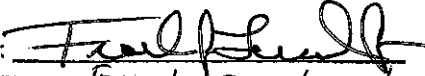
INVESTOR:


Name: Timothy J. Bozick

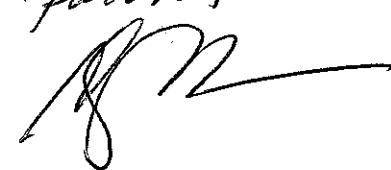
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COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucciano Jr.
Title: VP and General Counsel

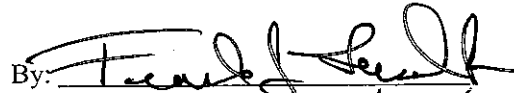
INVESTOR:

BPU Holdings, L.L.B.
Name: Russ Perchalsky
Partner


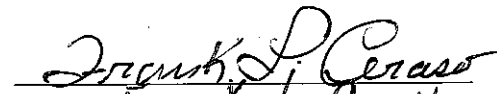
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COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

INVESTOR:


Name: Frank L. Ceraso
Rita J. Ceraso

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Murphy Jr.
Name: Frank J. Murphy Jr.
Title: VP and General Counsel

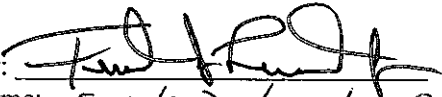
INVESTOR:

Barbara B. Carr
Name: Barbara B. Carr

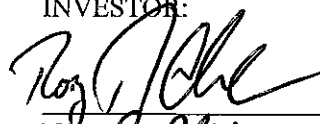
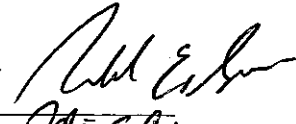
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COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucciano Jr.
Title: VP and General Counsel


INVESTOR:

 
Name: Roy D. Clark Peter H. Carr

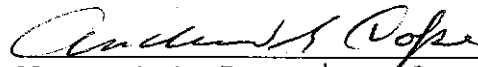
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COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: vp and General Counsel

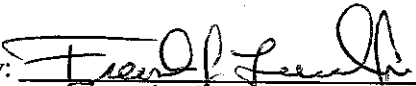
INVESTOR:


Name: ANDREW G COPE

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Luchini Sr.
Title: VP & General Counsel

INVESTOR:


Name: Amy L. Cuppl

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucciano Jr.
Name: Frank J. Lucciano Jr.
Title: President and General Counsel

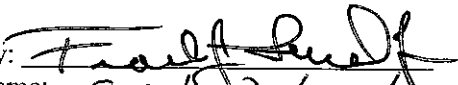
INVESTOR:

Damon R. Demerly
Name: Damon R. Demerly

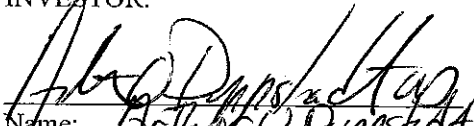
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Luciano Jr.
Title: VP and General Counsel

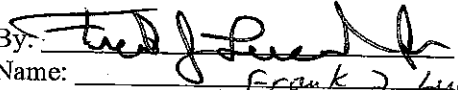
INVESTOR:


Name: Arthur Oppenheimer


WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucciano Jr.
Title: VP and General Counsel

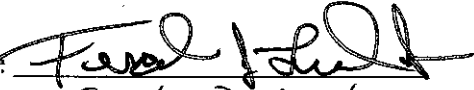
INVESTOR:


Name: Law S. Edwards

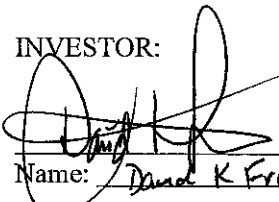
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino
Title: VP and General Counsel

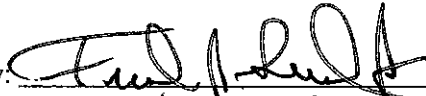
INVESTOR:

 / Cynthia J. Friend
Name: Daniel K Friend / Cynthia T. Friend

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 

Name: Frank J. Lucchino Jr.

Title: VP and General Counsel

INVESTOR: 

Name: GARRETT GOLDBLATT

KIM GOLDSTROM

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucchino Jr.
Name: Frank J. Lucchino Jr.
Title: Vp and General Counsel

INVESTOR: GRACEY LOU, LLC

Peter R. Mousley
Name: PETER R. MOUSLEY, MAR

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucchino Jr.
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

INVESTOR:

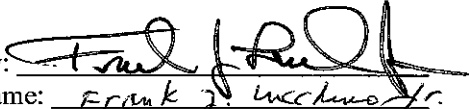
GREAT MOUNTAIN INVESTMENTS LLC

David Dammerman
Name: DAVID DAMMERMAN
MANAGER

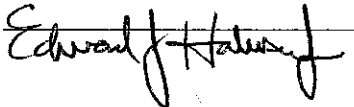
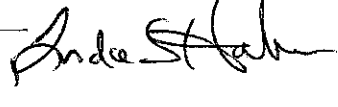
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Weckman Jr.
Title: Vp and General Counsel

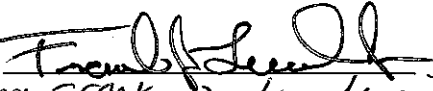
INVESTOR:

EDWARD J. HALUSK, JR. LINDA S. HALUSK
Name:  

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchesio Jr.
Title: VP and General Counsel

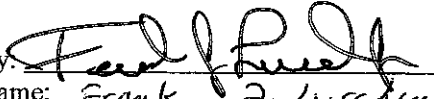
INVESTOR:

Harbore Holdings, LLC
Name: Ronald L. Ahn

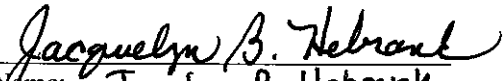
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

INVESTOR:


Name: Jacquelyn B. Hebrank

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 

Name: Frank J. Lucchino Jr.

Title: VP and General Counsel

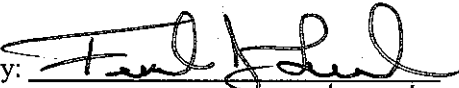
INVESTOR:


Name: IRWIN HELLER

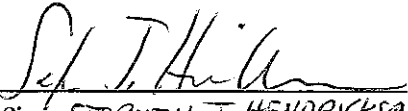
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchese Jr.
Title: VP and General Counsel


INVESTOR:


Name: STEPHEN J. HENDRICKSON

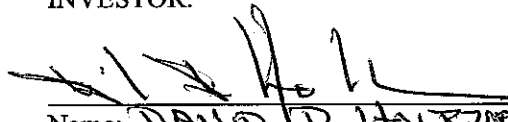
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchese Jr.
Title: Vp and General Counsel

INVESTOR:



Name: DAVID D. HOLBROOK

7-20-12

WITNESS the due execution hereof as of this date first above written.

COMPANY:

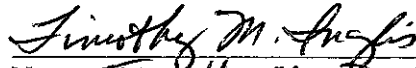
KNOPP BIOSCIENCES LLC

By: 

Name: Frank J. Lucchino Jr.

Title: Vp and General Counsel

INVESTOR:



Name: Timothy M. Inglis

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Luccino Jr.
Name: Frank J. Luccino Jr.
Title: VP and General Counsel

INVESTOR:

Herb Kelleher
Name: Herb Kelleher

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucchini
Name: Frank J. Lucchini
Title: Vp and General Counsel


INVESTOR:

Peter Kornman
Name: Peter Kornman

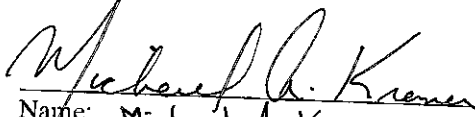
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchesi Jr.
Title: VP and General Counsel

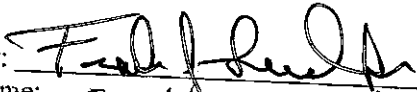
INVESTOR:


Name: Michael A. Kramer

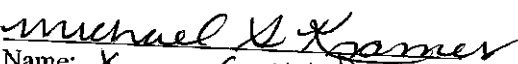
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchese Jr.
Title: Vp and General Counsel


INVESTOR:


Name: Kramer Capital Partners


WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchesio Jr.
Title: Vp and General Counsel

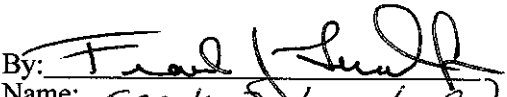
INVESTOR:


Name: HENRI LIPANOWICZ

WITNESS the due execution hereof as of this date first above written.

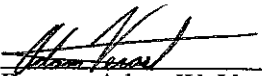
COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucciano Jr.
Title: Vp and General Counsel

INVESTOR:

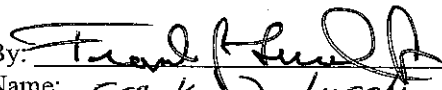
Lotus Investments LLC, a Delaware
limited liability company


By: Adam W. Verost
As its: Manager

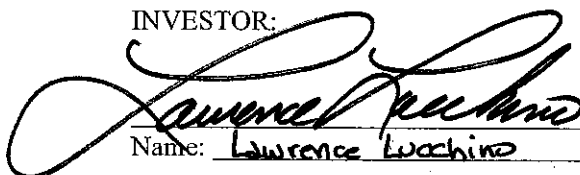
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

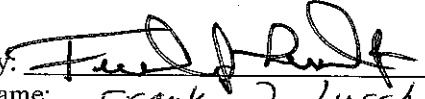
INVESTOR:


Name: Lawrence Lucchino

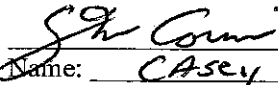
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Luccheso Jr.
Title: VP and General Counsel

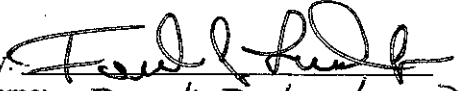
INVESTOR:


Name: CASEY M^C McCormick

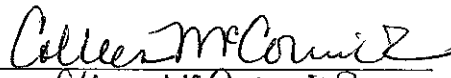
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: Vp and General Counsel

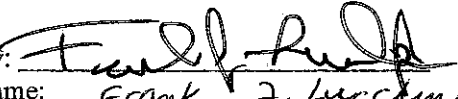
INVESTOR:


Name: Allen McCormick

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

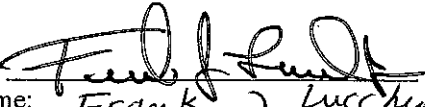
INVESTOR:

James D. McCormick
Name: JAMES G. MCCORMICK
Ellen G. McCormick

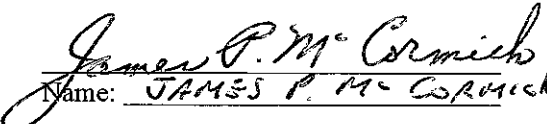
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: Vp and General Counsel

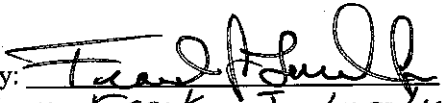
INVESTOR:


Name: JAMES P. M. CORMICK

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: vp and general counsel

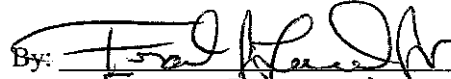
INVESTOR:


Name: Stephen H. Wright Revocable Trust

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Cucchiara Jr.
Title: VP + General Counsel

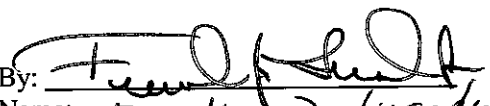
INVESTOR:


Name: C.J. Miller

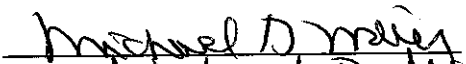
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

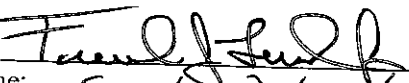
INVESTOR:


Name: Michael D. Miller

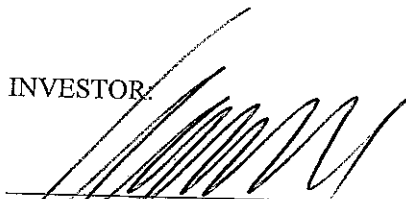
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchese Jr.
Title: Vp and General Counsel

INVESTOR:


Name: William C. Mott

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucchino Jr.
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel


INVESTOR:

Edward L. Naffar
Name: EDWARD L. NAFFAR

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Michael E. Bozak
Title: President & CEO

INVESTOR:

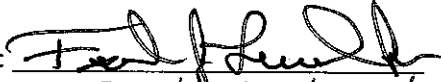
EDWARD G. NAJJAR 2012
Name: GRANTOR RETAINED ANNUITY TRUST

Edward G. Najjar
Trustee

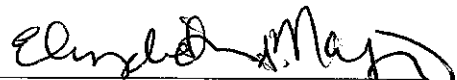
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucciano Jr.
Title: Vp and General Counsel

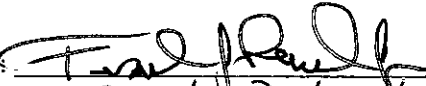
INVESTOR:


Name: Elizabeth A. NAJJAR


WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

INVESTOR:


Name: Michael Nappi

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucchese Jr.
Name: Frank J. Lucchese Jr.
Title: VP and General Counsel


INVESTOR:

Susan M. Najjar
Name: Susan M. Najjar

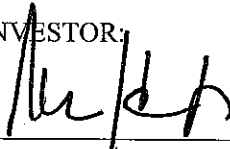
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

INVESTOR:


Name: Neil J White Jr

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

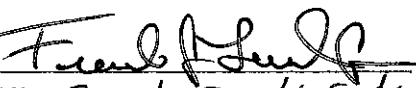
By: Frank J. Lucchesio Jr.
Name: Frank J. Lucchesio Jr.
Title: VP and General Counsel

INVESTOR:
Connie Nakles
Name: Nel Nakles

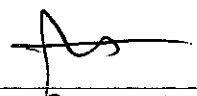
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucadino Jr.
Title: VP and General Counsel

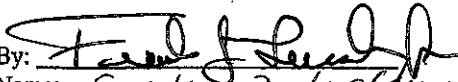
INVESTOR:


Name: Richard Orr

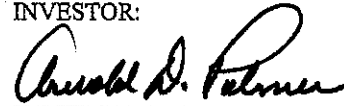
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: Vp and General Counsel


INVESTOR:


Name: Arnold D. Palmer 2005 Revocable Trust Under
Declaration of Trust Dated August 26, 2005

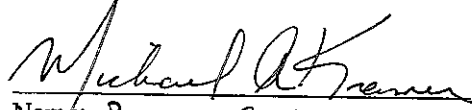
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank D. Wyszynski Jr.
Title: Vp and General Counsel


INVESTOR:


Name: Paramour Capital


WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchini Jr.
Title: VP and General Counsel

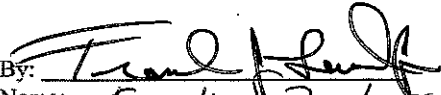
INVESTOR: PH Investments, LLC


Name: Benjamin A. Gomez

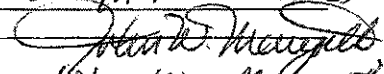
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

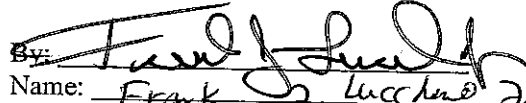
INVESTOR:

Pittsburgh Life Sciences Greenhouse
Name: 
John W. Mazzeo
President + CEO

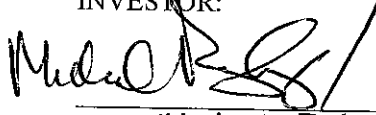
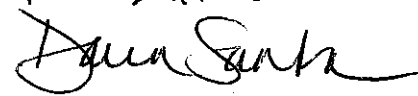
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Luciani Jr.
Title: Vf and General Counsel

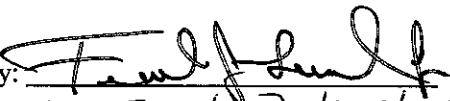
INVESTOR:


Name: Michael Rutigliano
Dawn Santora


WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr
Title: Vp and General Counsel

INVESTOR:


Name: Joseph D. Ryan

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucchino

Name: Frank J. Lucchino Jr.

Title: VP and General Counsel

INVESTOR:

Errol C. Sambrino

Name: ERROL C. SAMBRINO

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Macchio Jr.

Name: Frank J. Macchio Jr.

Title: VP and General Counsel.

SPLP III Opportunity LP
By SPLP III Opportunity
LLC, its general
partner

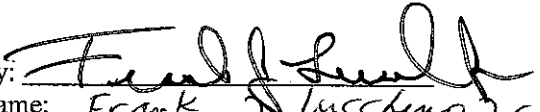
INVESTOR:

Jeffery S. McCannick
Name: Jeffery S. McCannick
MANAGER

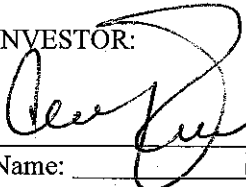
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchese
Title: VP and General Counsel

INVESTOR:


Name: DARIN TAORMINA

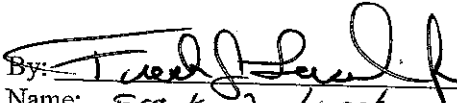


Rosalyn B. Taormina


WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchini Jr.
Title: VP and General Counsel

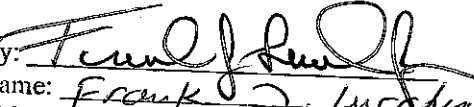
INVESTOR:, Amos B. Hostetter, Jr. &
Barbara W. Hostetter, as Trustees
of the KNS Trust U/T/D February 26,
2009

By: 
Name: Benjamin A. Gomez
Title: Attorney in Fact

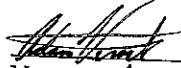
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: Vp and General Counsel


INVESTOR:


Name: Adam Verost



WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchini Jr.
Title: VP and General Counsel

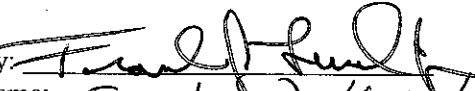
INVESTOR:

 
Name: Peter S. Voss

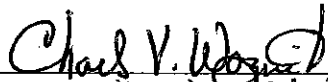
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Vaccaro Jr.
Title: Vp and General Counsel

INVESTOR:


Name: Charles V. Wozniak

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucciano Jr
Name: Frank J. Lucciano Jr
Title: Vf and General Counsel

INVESTOR:

W. P. Williamson III
Name: Warren P. Williamson III
President
WPM Capital Inc
The General Partner

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucchino Jr.
Name: Frank J. Lucchino Jr.
Title: VP and General Counsel

INVESTOR:

Justin K. Belardi
Name: Justin K. Belardi

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucchino Jr.
Name: Frank J. Lucchino Jr.
Title: Vp and General Counsel


INVESTOR:

Steven A. Boyd
Name: Steven A. Boyd

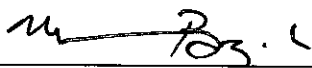
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchesi Jr.
Title: VP and General Counsel

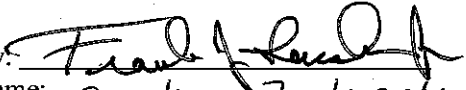
INVESTOR:


Name: MICHAEL BOZIC


WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: President and CEO


INVESTOR:


Name: ULRIKE DeMARCO

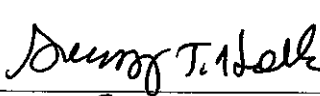

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchino Jr.
Title: Vp and General Counsel

INVESTOR:

 
Name: Gregory T. Hebrank
Susan M. Hebrank

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucciano Jr.
Name: Frank J. Lucciano Jr.
Title: Vp and General Counsel

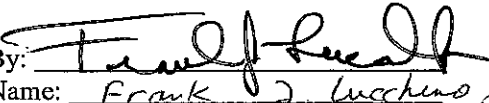
INVESTOR:

Andrew M. Engle's
Name: Andrew M. Engle's

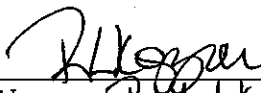
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Wochino Jr.
Title: VP and General Counsel

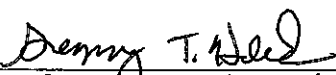
INVESTOR:


Name: Rachel Kopper

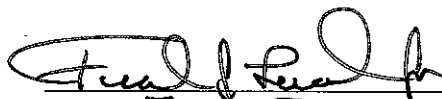
WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Gregory T. Hebrank
Title: EVP

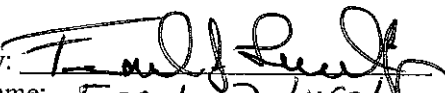
INVESTOR:


Name: Frank J. Lucchini Jr.


WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: 
Name: Frank J. Lucchesio Jr.
Title: VP and General Counsel

INVESTOR:


Name: DAVID A MARESKA

WITNESS the due execution hereof as of this date first above written.

COMPANY:

KNOPP BIOSCIENCES LLC

By: Frank J. Lucchino
Name: Frank J. Lucchino
Title: VP and General Counsel

INVESTOR:

Paula M Pearson
Name: Paula M Pearson

SCHEDULE A
INVESTORS