

APR 18 2007

Form PTO-1594 (Rev. 07/05)

USPTO Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patents Patent and Trademark Office

RECOR.

103398743

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kendle International Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Ohio
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 04/09/2007

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: UBS AG, Stamford Branch, as Collateral Agent

Internal

Address: _____

Street Address: 677 Washington Blvd.City: StamfordState: CTCountry: USA Zip: 06901

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77128704

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deborah TaylorInternal Address: c/o Latham & Watkins LLPStreet Address: 633 West Fifth Street, Suite 4000City: Los AngelesState: CA Zip: 90071Phone Number: 213-485-1234Fax Number: 213-891-8763Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Deborah E. Taylor
Signature

April 17, 2007

Date

04/20/2007 DAYRNE 00000156 77128704

Deborah E. Taylor

NAME OF PERSON SIGNING

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment and Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003534 FRAME: 0778

700323215

Trademark Security Agreement

Trademark Security Agreement, dated as of April 9, 2007 by KENDLE INTERNATIONAL INC., an Ohio corporation (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of August 16, 2006 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

-2-

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with the terms thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.


[signature pages follow]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KENDLE INTERNATIONAL INC.

By:



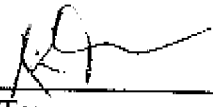
Name: Karl Brenkert III

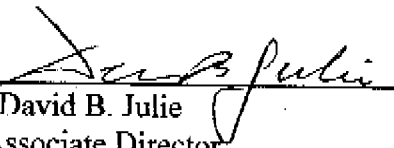
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: David B. Julie
Title: Associate Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003534 FRAME: 0782

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

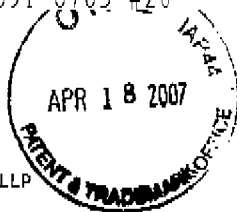
Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Kendle International Inc.	77128704	KENDLE COLLEGE

Deborah Taylor, Sr. Paralegal
Direct dial: 213-891-8111
deborah.taylor@lw.com

633 West Fifth Street, Suite 4000
Los Angeles, California 90071-2007

LATHAM & WATKINS LLP

**ORIGINAL**

April 17, 2007

Los Angeles Shanghai
Milan Silicon Valley
Moscow Singapore
Munich Tokyo
New Jersey Washington, D.C.
038266-0045

VIA MESSENGER

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Re: Trademark Security Agreement

To the Commissioner:

Submitted for trademark filing herewith is a *Trademark Security Agreement* and a check in the amount of \$40.00. Should you have questions, please do not hesitate to me directly at (213) 891-8111.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Deborah E. Taylor".

Deborah E. Taylor
Senior Paralegal

Enclosures

Cc: Yulia Garteiser, Esq. (w/o encls.)

Deborah Taylor
Direct Dial: 213-891-8111
deborah.taylor@lw.com

833 West Fifth Street, Suite 4000
Los Angeles, California 90071-2007
Tel: +213.485.1234 Fax: +213.891.8763
www.lw.com

LATHAM & WATKINS LLP

FIRM / AFFILIATE OFFICES

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FACSIMILE TRANSMISSION

May 3, 2007

THIS IS A RUSH DOCUMENT!
PLEASE DELIVER IMMEDIATELY.

To:	Lazena Martin - USPTO	Fax:	571-273-0140	Tel:	571-272-3350
From:	Deborah Taylor				
Re:	Non-Recordation Resubmission				038266-0045
<input type="checkbox"/> Original(s) to follow		Number of pages, including cover: 8			

After discussion with your department, I am resubmitting the attached Security Agreement. Please note that there is now no box checked under item 2.

The information contained in this facsimile is confidential and may also contain privileged attorney-client information or work product. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received the facsimile in error, please immediately notify us by telephone, and return the original message to us at the address above via the U.S. Postal service. Thank you.

If there are any problems with this transmission, please call +213.891.7533.

LA\1718212.1

TRADEMARK
REEL: 003534 FRAME: 0785



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTERNATIONAL TRADE
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 26, 2007

PTAS

DEBORAH TAYLOR
C/O LATHAM & WATKINS LLP
633 WEST FIFTH STREET, SUITE 4000
LOS ANGELES, CA 90071*5/2/07
Call PTO
re: non-recording*UNITED STATES PATENT AND
NOTICE OF NON-RECORDATION

DOCUMENT ID NO.: 103398743

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED A
ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S)
FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR
RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE
CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED
ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED
IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM
THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED
DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER
37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8
OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE
THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. ENTITY TEXT IS NEEDED FOR RECORDING.

LAZENA MARTIN, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION