

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PACKAGING COORDINATORS, INC.		06/19/2012	CORPORATION: DELAWARE
PACKAGING COORDINATORS, LLC	FORMERLY CP USA, LLC	06/19/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2744906	DELPOUCH
Registration Number:	3392953	DELSTRIP
Registration Number:	3412228	HINGEPAK
Registration Number:	3118003	RX BARRIER

CORRESPONDENCE DATA

Fax Number: 8585506420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien
 Address Line 1: c/o Cooley LLP
 Address Line 2: 4401 Eastgate Mall

CH \$115.00 2744906

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 036703-1516 CATALENT

NAME OF SUBMITTER: Erin O'Brien

Signature: /Erin O'Brien/

Date: 07/02/2012

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 19, 2012 by and among **COMERICA BANK** ("Bank"), **PACKAGING COORDINATORS, INC.**, a Delaware corporation ("PC INC") and **CP USA, LLC**, a Delaware limited liability company ("PC LLC") (PC INC and PC LLC are each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (collectively, "Borrowers") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

GRANTORS:

Address of Grantor:

3001 Red Lion Road
Philadelphia, PA 19114

Attn:

Address of Grantor:

3001 Red Lion Road
Philadelphia, PA 19114

Attn:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

PACKAGING COORDINATORS, INC.

By: W.T. Mitchell, III
Name: William T. Mitchell, III
Title: President and Chief Executive Officer

CP USA, LLC

By: W.T. Mitchell, III
Name: William T. Mitchell, III
Title: President and Chief Executive Officer

BANK:

COMERICA BANK

By: _____
Title: _____

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

GRANTORS:

Address of Grantor:

Attn:

Address of Grantor:

Attn:

PACKAGING COORDINATORS, INC.

By: _____

Name: _____

Title: _____

CP USA, LLC

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By: JP. Michael

Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B**Patents**

Description	Patent / Application Number	Issue / Application Date
Integral Package Applicator	6,007,264	12-28-1999
Hand Held Dispensing and Application Apparatus	6,902,335	06-07-2005
Multi-Cavity Blister Package for Storing and Dispensing Flowable Substances	7,325,703	02-05-2008
Shielded Medicament Package	7,331,460	02-19-2008
Multiple Compartment Storage and Dispensing Apparatus	7,458,741	12-02-2008
Child Resistant Product Dispenser	7,360,652	04-22-2008
Child Resistant and Senior Friendly Medicament Storage and Distribution Package	7,464,818	12-16-2008
Peelable Pouch Containing a Single or Multiple Dosage Forms and Process of Making Same	7,607,834	10-27-2009

EXHIBIT C

Trademarks

Description	Registration/Serial Number	Registration/Application Date
DELPOUCH	2744906	07-29-2003
DELSTRIP	3392953	03-04-2008
HINGEPAK	3412228	04-15-2008
RX BARRIER	3118003	07-18-2006

Unregistered Marks:

- A. MEDIA ENHANCED PACKAGING
- B. PILLCALENDAR
- C. RXBARRIER+
- D. PCI

**FIRST AMENDMENT
TO LOAN AND SECURITY AGREEMENT**

This First Amendment to Loan and Security Agreement is dated as of June 29, 2012 (the "Amendment"), by and between COMERICA BANK ("Bank") Packaging Coordinators, Inc., a Delaware corporation ("PC INC") and Packaging Coordinators, LLC formerly known as CP USA, LLC, a Delaware limited liability company ("PC LLC") (PC INC and PC LLC are each a "Borrower", and collectively, the "Borrowers").

RECITALS

A. Borrowers and Bank are parties to that certain Loan and Security Agreement dated as of June 19, 2012 (the "Agreement"). The parties desire to amend the Agreement and the Loan Documents in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. **Name Change.** All references in the Loan Documents to "CP USA, LLC" shall mean and refer to "PACKAGING COORDINATORS, LLC". Any reference in the Loan Documents to "Borrower" or "PC LLC" or other terms that refer to CP USA, LLC shall mean and refer to PACKAGING COORDINATORS, LLC.

2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof.

3. Each of PC INC and PC LLC represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment (provided that Section 5.6 is updated to reflect PC LLC's prior name of CP USA, LLC), and that no Event of Default has occurred and is continuing.

4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

5. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

- (a) this Amendment, duly executed by Borrowers;
- (b) UCC amendment;
- (c) an amount equal to all Bank Expenses incurred through the date of this Amendment; and
- (d) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

PACKAGING COORDINATORS, LLC

By: W.T. Mitchell, III
William T. Mitchell, III
Title: President and Chief Executive Officer

PACKAGING COORDINATORS, INC.

By: W.T. Mitchell, III
William T. Mitchell, III
Title: President and Chief Executive Officer

COMERICA BANK

By: Walter Weston
Walter Weston
Title: AVP

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