

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Trimel BioPharma SRL		07/18/2012	Society with Restricted Liability: BARBADOS

<b>RECEIVING PARTY DATA</b>	
Name:	General Electric Capital Corporation, as Agent
Street Address:	2 Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Serial Number:	85527122	TEFINA
Serial Number:	85230489	TRI AIR DEPOSITION SYSTEM
Serial Number:	77932590	COMPLEO TRT
Serial Number:	77932596	DIRECT-HALER

<b>CORRESPONDENCE DATA</b>	
Fax Number:	4045725135
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	404-572-3458
Email:	slake@kslaw.com
Correspondent Name:	Susan Lake, Paralegal
Address Line 1:	1180 Peachtree Street
Address Line 2:	King & Spalding
Address Line 4:	Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09642-150002
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CH \$115.00 85527122

NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	07/19/2012
<b>Total Attachments: 6</b> source=Trademark Security Agreement - Trimel#page1.tif source=Trademark Security Agreement - Trimel#page2.tif source=Trademark Security Agreement - Trimel#page3.tif source=Trademark Security Agreement - Trimel#page4.tif source=Trademark Security Agreement - Trimel#page5.tif source=Trademark Security Agreement - Trimel#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 18, 2012, is made by TRIMEL BIOPHARMA SRL, a Barbados company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of July 18, 2012 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor, the other Loan Parties (as defined therein) thereto, the lenders from time to time party thereto (collectively, the "Lenders") and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Loan Agreement.

(b) The following terms shall have the following meanings:

"Trademark" means all rights, title and interests (and all related Trademark Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith.

"Trademark Ancillary Rights" means, with respect to any Trademark, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Trademark and all income, royalties, proceeds and liabilities at any time due or payable

or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademark, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other Trademark Ancillary Right.

“Trademark License” means all contractual obligations (and all related Trademark Ancillary Rights), whether written or oral, granting any right, title or interest in or relating to any Trademark.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor whether now owned or hereafter acquired or adopted (the “Trademark Collateral”):

(c) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- i. all renewals and extensions of the foregoing;
- ii. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- iii. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

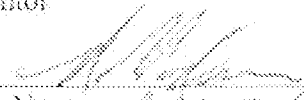
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

TRIMEE BIOPHARMA SRL  
as Grantor

By:   
Name: Roberto Podavero  
Title: Director

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

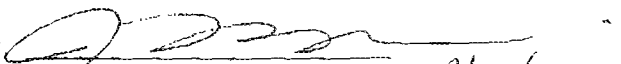
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRIMEL BIOPHARMA SRL,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: *Jacqueline Ann Blechinger*  
Title: *Duly Authorized Signatory*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
TEFINA	Trimel BioPharma SRL	85-527122	01/27/2012
TRI AIR DEPOSITION SYSTEM & DESIGN	Trimel BioPharma SRL	85-230489	01/31/2011
COMPLEO TRT	Trimel BioPharma SRL	77-932590	02/10/2010
DIRECT- HALER	Trimel BioPharma SRL	77-932596	02/10/2010