

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERAKOS, INC.		12/27/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT		
Street Address:	20 KING STREET WEST, 4TH FLOOR		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4026448	CELLEX	
Registration Number:	4115195	THERAKOS	
Registration Number:	4006506	UVADEX	
Registration Number:	4074104	UVADEX	
Registration Number:	3908397	UVAR	
Registration Number:	3949903	UVAR XTS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	045777-0011		

TRADEMARK

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

KRISTIN J AZCONA

Signature:

/KJA/

Date:

12/28/2012

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of December 27, 2012, among TGG MEDICAL SOLUTIONS, INC., a Delaware corporation (“Holdings”) with principal offices at the care of The Gores Group, LLC 10877 Wilshire Boulevard, 18th Floor Los Angeles, CA 90024, TGG MEDICAL TRANSITORY, INC., a Delaware corporation (the “Initial Borrower”) with principal offices at the care of The Gores Group, LLC 10877 Wilshire Boulevard, 18th Floor Los Angeles, CA 90024, and upon consummation of the Therakos Merger (as defined in the Credit Agreement referred to below), THERAKOS, INC., a Florida corporation, as successor by merger to the Initial Borrower (“Therakos”) with principal offices at 5 Great Valley Parkway Malvern, PA 19355, (collectively, the “Grantors”), and ROYAL BANK OF CANADA (“Royal Bank”), as collateral agent (in such capacity, and together with any successors in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Holdings, the Initial Borrower and, upon consummation of the Therakos Merger, Therakos, have entered into that certain First Lien Credit Agreement dated as of December 27, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders (as defined therein) from time to time party thereto and Royal Bank, as Administrative Agent (as defined therein) and as Collateral Agent. Capitalized terms used but not otherwise defined herein that are defined in the Credit Agreement shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has entered into that certain First Lien Security Agreement, dated as of December 27, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed in connection therewith to enter into this IP Security Agreement with the Collateral Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in, to and under the following (the “IP Collateral”), in each case, whether now existing or owned or hereafter arising or acquired, and wherever located:

(a) (i) All industrial designs, mask works, letters patent, all registrations and recordings thereof, and all applications for letters patent, including registrations, recordings and pending applications in the United States and Trademark Office, including those listed in Schedule A hereto, (ii) all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and (iii) all rights to sue for past, present and future infringements thereof and to collect royalties, income, payments, claims, damages and proceeds of suits;

(b) (i) All trademarks, service marks, domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and applications for registration in the United States Patent and Trademark Office or any State of the United States, and all extensions or renewals thereof, including those listed in Schedule B hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all rights to sue for past, present and future infringements thereof and to collect royalties, income, payments, claims, damages and proceeds of suits (provided that no security interest shall be granted in any intent to use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent to use trademark application under federal law);

(c) All copyrights (whether statutory or common law, whether registered or unregistered and whether published or unpublished), copyright registrations and applications made by such Grantor and all grants of exclusive rights under U.S. registered copyrights owned by others, including, without limitation, the copyrights, registrations, applications and grants listed in Schedule C hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of such copyrights, (ii) renewals, continuations and extensions thereof and exclusive copyright licenses and (iii) all rights to sue for past, present and future infringements thereof and to collect royalties, income, payments, claims, damages and proceeds of suits; and

(d) Proceeds (as defined in the Security Agreement) of any and all of the foregoing;

provided that notwithstanding the foregoing, the IP Collateral shall not include, and the security interest granted hereunder shall not extend to, any Excluded Property (as defined in the Security Agreement).

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each party hereto does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Termination.

(a) This IP Security Agreement and the security interest granted hereunder (i) shall terminate and be released upon the Termination Date and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment in respect of any Secured Obligation is rescinded or must otherwise be restored by any Secured Party upon any bankruptcy or reorganization of any Grantor or otherwise.

(b) The security interest granted hereunder shall also terminate and be released at the time or times and in the manner and with respect to such IP Collateral as is set forth in Section 11.10 of the Credit Agreement. The Grantors shall also be released from their obligations under this IP Security Agreement at the time or times and in the manner set forth in Section 11.10 of the Credit Agreement.

(c) In connection with any termination or release pursuant to Section 6(a) or 6(b), the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and other documents that such Grantor shall reasonably request to evidence such termination or release and shall deliver to such Grantor any IP Collateral owned by such Grantor that is in the possession of the Collateral Agent (or any sub-agent thereof).

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TGG MEDICAL TRANSITORY, INC.
TGG MEDICAL SOLUTIONS, INC.
THERAKOS, INC.,
as Grantors

By: 

Name: Steven G. Eisner

Title: Vice President

ROYAL BANK OF CANADA, as Collateral Agent

By: 

Name: Susan Khokher

Title: Manager, Agency

Address for Notices:

20 King Street West, 4th Floor
Toronto, Ontario M5H 1C4

Attention: Manager, Agency Services Group
Fax 416 842-4023

Schedule A

PATENTS

Registered Patents:

Patent	Registration No.	Registration Date	Owner
Securing system for centrifuge chamber	5308309	5/3/1994	Therakos, Inc.
Photoactivation light array	5569928	10/29/1996	Therakos, Inc.
Ultraviolet light chamber	5459322	10/17/1995	Therakos, Inc.
Photopheresis treatment of leukocytes	5984887	11/16/1999	Therakos, Inc.
Integrated cassette for controlling fluid having an integral filter	6491656	12/10/2002	Therakos, Inc.
Apparatus for pumping fluid at a steady flow rate	5921951	7/13/1999	Therakos, Inc.
Blood product irradiation device incorporating agitation	5951509	9/14/1999	Therakos, Inc.
Contaminant detector	6069687	5/30/2000	Therakos, Inc.
Method for removal of psoralens from biological fluids	6228995	5/8/2001	Therakos, Inc.
Treatment of inflammatory disorders of the bowel and urinary bladder	5985914	11/16/1999	Therakos, Inc.
Method and system for determining an effective amount of light energy to delivery to fluids having targets for the light energy	6219584	4/17/2001	Therakos, Inc.
Uninterrupted flow pump apparatus and method	8153083	4/10/2012	Therakos, Inc.
Uninterrupted flow pump apparatus and method	7534616	5/19/2009	Therakos, Inc.
Uninterrupted flow pump apparatus and method	6495366	12/17/2002	Therakos, Inc.
Low extracorporeal volume treatment system	6793643	9/21/2004	Therakos, Inc.

Patent	Registration No.	Registration Date	Owner
Method and apparatus for the continuous separation of biological fluids into components	7186230	3/6/2007	Therakos, Inc.
Apparatus for the continuous separation of biological fluids into components and method of using same	7211037	5/1/2007	Therakos, Inc.
Method for collecting a desired blood component and performing a photopheresis treatment	7479123	1/20/2009	Therakos, Inc.
Apparatus for the continuous separation of biological fluids into components and method of using same	7914477	3/29/2011	Therakos, Inc.
Apparatus for the continuous separation of biological fluids into components and method of using same	7503889	3/17/2009	Therakos, Inc.
Method for collecting a desired blood component and performing a photopheresis treatment	7850634	12/14/2010	Therakos, Inc.
Control system for driving fluids through an extracorporeal blood circuit	7465285	12/16/2008	Therakos, Inc.
Method and apparatus for collecting a blood component and performing a photopheresis treatment	7476209	1/13/2009	Therakos, Inc.
Phototherapy compositions and methods	8057785	11/15/2011	Therakos, Inc. ¹

¹ To be transferred from QMJ Ireland Limited to Therakos Medical Transitory, Inc. at closing and to Therakos, Inc. following the Therakos Merger.

Patent Applications:

Patent	Application No.	Application Date	Owner ²
Processing Blood	12/628303 Published No. US-2010- 0210989-A1	12/1/2009	Therakos, Inc.
Uninterrupted flow pump apparatus and method	13/415291 Published No. US-2012- 0167998-A1	3/8/2012	Therakos, Inc.
Phototherapy compositions and methods	13/243103 Published No. US- 2012-0039825-A1	9/23/2011	Therakos, Inc.
Method for ex-vivo expansion of regulatory T cells with enhanced suppressive function for clinical application in immune mediated diseases	12/781451 Published No. US- 2010-0291117-A1	5/17/2010	Therakos, Inc.
Use of apoptotic cells ex vivo to generate regulatory T cells	11/579319 Published No. US- 2008-0267934-A1	7/14/2008	Therakos, Inc.
METHOD FOR COLLECTING A DESIRED BLOOD COMPONENT AND PERFORMING A PHOTOPHERESIS TREATMENT	12/795,308 Published No. US 2010-0298752 A1	6/07/2010	Therakos, Inc.

² To be transferred to Therakos Medical Transitory, Inc. at closing and to Therakos, Inc. following the Therakos Merger.

Schedule B
TRADEMARKS

Registered Trademarks:

Trademark	Registration No.	Registration Date	Owner
CELLEX	4026448	9/13/2011	Therakos, Inc.
THERAKOS	4115195	3/20/2012	Therakos, Inc.
UVADEX	4006506	8/2/2011	Therakos, Inc.
UVADEX	4074104	12/20/2011	Therakos, Inc.
UVAR	3908397	1/18/2011	Therakos, Inc.
UVAR XTS	3949903	4/26/2011	Therakos, Inc.

Trademark Applications:

NONE

Schedule C
COPYRIGHTS

Copyrights: None

Copyright Applications: None