

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Clondalkin Pharma & Healthcare LLC f/k/a PC Moorestown LLC | | 05/31/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank AG New York Branch | | |
| Street Address: | 60 Wall Street, 43rd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3800767 | E-MAGINEERING | |
| Registration Number: | 3800769 | TOOLS FOR SMARTER PRINTING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8668265420 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 301-638-0511 | | |
| Email: | penelope@ipresearchplus.com | | |
| Correspondent Name: | Corporation Service Company | | |
| Address Line 1: | 1090 Vermont Avenue, Ste 430 | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005 | | |
| ATTORNEY DOCKET NUMBER: | COS1-38765 - 678055-30 | | |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa | | |
| Signature: | /pja/ | | |

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Date:

06/06/2013

Total Attachments: 6

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RECORDATION FORM COVER SHEET 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):

Clondalkin Pharma & Healthcare LLC
f/k/a PC Moorestown LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 31, 2013

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch

Street Address: 60 Wall Street, 43rd Floor

City: New York

State: NY

Country: USA Zip: 10005

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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) Text

B. Trademark Registration No.(s)

3800767 (see attached Schedule I for additional items)

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: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3569

Docket Number: 05501.166

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

2

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

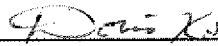
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

June 6, 2013

Date

Doris Ka, Legal Assistant

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 Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2013 (this "Agreement"), among CLONDALKIN PHARMA & HEALTHCARE LLC, a Delaware limited liability company f/k/a PC Moorestown LLC (the "Grantor") and DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of May 31, 2013 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among CLONDALKIN INDUSTRIES B.V., a private company with limited liability organized under the laws of the Netherlands ("Initial Holdings"), CLONDALKIN ACQUISITION B.V., a private company with limited liability organized under the laws of the Netherlands (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, (b) the Second Lien Collateral Agreement dated of even date with the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the grantors from time to time party thereto and the Administrative Agent, and (c) the Intercreditor Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") among Deutsche Bank AG New York Branch as the initial senior priority representative, Initial Holdings, the Borrower and its respective subsidiaries and affiliated entities party thereto and Deutsche Bank AG New York Branch as the initial second priority representative. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon occurrence of the events described in Section 5.13 of the Collateral Agreement, the security interest granted herein shall terminate in accordance with Section 5.13 of the Collateral Agreement and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this

Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Deutsche Bank AG New York Branch, as First Lien Administrative Agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

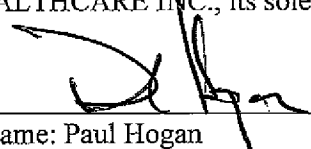
SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**CLONDALKIN PHARMA & HEALTHCARE
LLC f/k/a PC Moorestown LLC, as Grantor**

By: CLONDALKIN PHARMA &
HEALTHCARE INC., its sole member

By: 
Name: Paul Hogan
Title: Secretary

**DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent**

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLONDALKIN PHARMA & HEALTHCARE LLC
f/k/a PC Moorestown LLC, as Grantor

By: CLONDALKIN PHARMA &
HEALTHCARE INC., its sole member

By: _____
Name: Paul Hogan
Title: Secretary

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By: _____
Name: **Erin Morrissey**
Title: **Director**

By: _____
Name: **Dusan Lazarov**
Title: **Director**

[Signature Page to Second Lien Trademark Security Agreement]

1858719 v. 1

TRADEMARK
REEL: 005043 FRAME: 0755

Schedule I

| <u>Marks</u> | <u>Country</u> | <u>Application No./Registration No.</u> | <u>Registration Date</u> |
|------------------------------|----------------|---|--------------------------|
| E-Magineering ® | US | 3,800,767 | June 8, 2010 |
| Tools for Smarter Printing ® | US | 3,800,769 | June 8, 2010 |

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