

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clondalkin Pharma & Healthcare Inc. f/k/a Keller-Crescent Co., Inc.		05/31/2013	CORPORATION: INDIANA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3133616	BRAND SHIELD	
Registration Number:	3267096	KELLER CRESCENT	
Registration Number:	1896420	KC	
Serial Number:	76712669	KELLER CRESCENT	
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:	COS1-38763 - 678055-20		

CH \$115.00 3133616

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/06/2013
Total Attachments: 6 source=38763#page1.tif source=38763#page2.tif source=38763#page3.tif source=38763#page4.tif source=38763#page5.tif source=38763#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2013 (this "Agreement"), among CLONDALKIN PHARMA & HEALTHCARE, INC., an Indiana corporation f/k/a Keller-Crescent Co., Inc. (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.

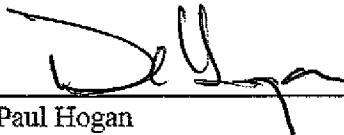
SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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,
INC., f/k/a Keller-Crescent Co., Inc.,
as Grantor**

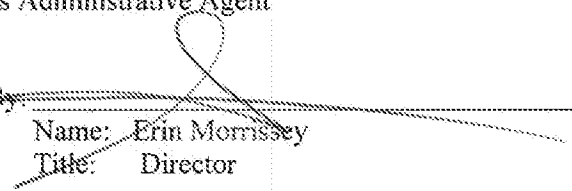
By: 
Name: Paul Hogan
Title: Secretary

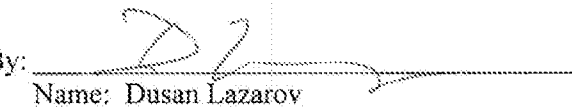
**DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent**

By: _____
Name:
Title:

By: _____
Name:
Title:

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}

TRADEMARK
REEL: 005043 FRAME: 0762

Schedule I

<u>Marks</u>	<u>Country</u>	<u>Application No./Registration No.</u>	<u>Registration Date</u>
KELLER CRESCENT	US	76/712,669	10/22/2012
BRAND SHIELD	US	76/638,052 3,133,616	5/6/2005 8/22/2006
KELLER CRESCENT & Design	US	76/665,787 3,267,096	9/11/2006 7/24/2007
	US	74/478,673 1,896,420	1/12/1994 5/30/1995

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