

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NUMBER ONE TO GRANT OF A SECURITY INTEREST - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LANTHEUS MI INTERMEDIATE, INC.		07/03/2013	CORPORATION: DELAWARE
LANTHEUS MEDICAL IMAGING, INC.		07/03/2013	CORPORATION: DELAWARE
LANTHEUS MI REAL ESTATE, LLC		07/03/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77917593	GLUDEF
Serial Number:	85727869	PINCISE
Serial Number:	85727915	PINSYNC
Serial Number:	85521260	SPANTRIA
Serial Number:	85301044	VUCIFIC
Serial Number:	85301063	VYPIX
Registration Number:	3919480	

CORRESPONDENCE DATA

Fax Number: 2136270705

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 213.683.5698  
Email: MinetteTayco@paulhastings.com  
Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP  
Address Line 1: 515 S. Flower Street, 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	LANTHEUS(90031.3): AM1TR
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	07/03/2013

**Total Attachments: 5**

source=WFB\_Lantheus - Fully Executed Amendment Number One to Grant of a Security Interest - Trademarks#page1.tif  
source=WFB\_Lantheus - Fully Executed Amendment Number One to Grant of a Security Interest - Trademarks#page2.tif  
source=WFB\_Lantheus - Fully Executed Amendment Number One to Grant of a Security Interest - Trademarks#page3.tif  
source=WFB\_Lantheus - Fully Executed Amendment Number One to Grant of a Security Interest - Trademarks#page4.tif  
source=WFB\_Lantheus - Fully Executed Amendment Number One to Grant of a Security Interest - Trademarks#page5.tif

**AMENDMENT NUMBER ONE TO GRANT OF A SECURITY INTEREST - TRADEMARKS**

This **AMENDMENT NUMBER ONE TO GRANT OF A SECURITY INTEREST - TRADEMARKS**, dated as of July 3, 2013 (this "Amendment"), is delivered pursuant to that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, including any replacement agreement therefor, the "Security Agreement"), by **LANTHEUS MI INTERMEDIATE, INC.**, a Delaware corporation (the "Parent"), **LANTHEUS MEDICAL IMAGING, INC.**, a Delaware corporation (the "Borrower"), the "Guarantors" from time to time party thereto (the "Guarantors"; together with the Parent and the Borrower, are each individually a "Grantor" and individually and collectively, jointly and severally, the "Grantors"), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), as the collateral agent for the benefit of the Agents and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent"), which Security Agreement amended and restated in its entirety that certain Pledge and Security Agreement, dated as of May 10, 2010 (as amended, restated, supplemented, or otherwise modified prior to the date hereof, the "Original Security Agreement") by Grantors, in favor of BMO Harris Bank N.A. (formerly known as Harris Bank N.A.), as the original collateral agent for itself and certain secured parties (in such capacity, together with its successors and assigns, if any, the "Original Collateral Agent"). All initially capitalized terms used herein without definition shall have the meanings ascribed thereto in the Security Agreement.

**WHEREAS**, that certain Grant of a Security Interest – Trademarks, dated as of May 10, 2010 (the "Trademark Security Agreement"), as was previously recorded with the United States Patent and Trademark Office on May 13, 2010 at Reel 004205, Frame 0594, was delivered by Grantors, in favor of Original Collateral Agent, pursuant to the Original Security Agreement;

**WHEREAS**, Original Collateral Agent and Collateral Agent have entered into that certain Assignment of Security Interests in Trademarks, dated as of the date hereof, pursuant to which Original Collateral Agent has assigned to Collateral Agent all of Original Collateral Agent's right, title and interest in, to and under the Trademark Security Agreement, including, without limitation, Collateral Agent's entire right, title and interest and in and to the Collateral (as such term is defined in the Trademark Security Agreement), as more fully set forth therein;

**WHEREAS**, Grantors and Collateral Agent wish to amend the Trademark Security Agreement by amending Schedule A to the Trademark Security Agreement to add certain Trademarks to the Collateral, and have agreed to do so.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Each Grantor and Collateral Agent hereby agree that Schedule A to the Trademark Security Agreement is hereby amended by adding the Trademarks listed on Schedule A attached hereto (the "Additional Trademarks"), which Additional Trademarks shall be and become part of the Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of such Grantor's right, title, and interest in, to, and under the Trademarks identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment, (b) unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the Agents and the other Secured Parties, continuing security interests in all of such Grantor's right, title, and

interest in, to, and under the Additional Trademarks identified on Schedule A attached hereto, and (c) agrees that the Trademark Security Agreement, as amended hereby, is and shall remain in full force and effect.

**3. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK (EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK).**

**4. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, SERVICE OF PROCESS AND VENUE, JUDICIAL REFERENCE, AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 12.10 AND 12.11 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

5. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

6. This Amendment is a Loan Document.

[signature pages follow]

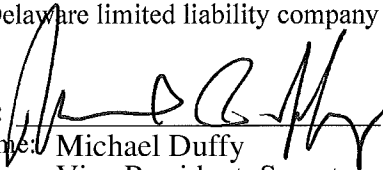
**IN WITNESS WHEREOF**, the undersigned Grantors hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

**LANTHEUS MI INTERMEDIATE, INC.**,  
a Delaware corporation

**LANTHEUS MEDICAL IMAGING, INC.**,  
a Delaware corporation

**LANTHEUS MI REAL ESTATE, LLC**,  
a Delaware limited liability company

By:   
Name: Michael Duffy  
Title: Vice President, Secretary

**ACCEPTED AND ACKNOWLEDGED TO:**

**COLLATERAL AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association,**

By: Kathy Plisko  
Name: Kathy Plisko  
Title: Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO GRANT OF A SECURITY INTEREST -  
TRADEMARKS]

**TRADEMARK**  
**REEL: 005064 FRAME: 0200**

**SCHEDULE A**

**U.S. Trademark Registrations**

<b>App. Ser. No.</b>	<b>Mark</b>
77/917593	GLUDEF
85/727869	PINCISE
85/727915	PINSYNC
85/521260	SPANTRIA
85/301044	VUCIFIC
85/301063	VYPIX

**U.S. Trademark Applications**

<b>App. Ser. No.</b>	<b>Reg. No.</b>	<b>Mark</b>
85/072700	3919480	(design)