

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comar, LLC		10/22/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as agent		
Street Address:	111 W. Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian chartered bank acting through its Chicago branch: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2968293	COD	
Registration Number:	2968294	COMAR ORAL DISPENSER	
Registration Number:	3077893	NO-CHOKE TIP CAP	
Registration Number:	3693973	ACCUCUP	
Registration Number:	1281362	C COMAR	
Registration Number:	2374567	COMAR	
Registration Number:	2380686	C	
Serial Number:	85846308	DOSEGUARD	
Serial Number:	85846356	DOSEGUARD	
Serial Number:	86039123	SECURECAP	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$265.00 2968293

via US Mail.

Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 4200
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	13757-31
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	10/29/2013

Total Attachments: 8

source=Comar - Executed IP Security Agreement#page1.tif
source=Comar - Executed IP Security Agreement#page2.tif
source=Comar - Executed IP Security Agreement#page3.tif
source=Comar - Executed IP Security Agreement#page4.tif
source=Comar - Executed IP Security Agreement#page5.tif
source=Comar - Executed IP Security Agreement#page6.tif
source=Comar - Executed IP Security Agreement#page7.tif
source=Comar - Executed IP Security Agreement#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated October 22, 2013, is made by the persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Bank of Montreal, as Administrative Agent (the “Administrative Agent”) for the Secured Creditors (as defined in the Security Agreement referred to below).

WHEREAS, the Grantors have entered into a Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), with the Administrative Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Creditors a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks or Service Marks”);
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights

corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Creditor as set forth in the Security Agreement but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Debtor.

SECTION 3. 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 record this IP Security Agreement.

SECTION 4. 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.

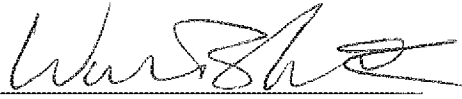
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the 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 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor 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.

COMAR, LLC

By: 

Name: William B. Timmerman III

Title: Vice President and Secretary

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005140 FRAME: 0675

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL

By: Timothy E. Dana
Name: Timothy E. Dana
Title: Managing Director

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005140 FRAME: 0676

SCHEDULE A

PATENTS

<i>Title</i>	<i>Patent #</i>	<i>Application #</i>	<i>Issue / Filing Date</i>	<i>Country</i>
Moisture Tight Safety Closure & Container Having a Flexible Neck Finish	7,461,755	11/229,681	12/9/08	USA
Pill Dispensing Apparatus & System	7,104,417	10/440,635	09/12/06	USA
Dispenser for Medicaments & Method & Apparatus for Making Same	7,070,581 B2	10/407,360	07/04/06	USA
Dispenser for Medicaments & Method & Apparatus for Making Same: Divisional		12/029925	02/12/08	USA
Dispenser for Medicaments & Method & Apparatus for Making Same: Divisional	7,438,552	11/328,121	10/21/08	USA
Press In Bottle Adapters		PCT/US10/40614	06/30/10	PCT
Press In Bottle Adapters		2,764,895	06/30/10	Canada
Press In Bottle Adapters		10794709.5	06/30/10	Europe
Press In Bottle Adapters	8459312	12/825,786	06/11/13	USA
Tamper Evident Tip Cap	7,632,244	11/501,782	12/15/09	USA
Injection Blow Mold Manifold and Nozzle		12/504,493	07/16/09	USA
Upwardly Biasing Child-Resistant Closure for Liquid Medicaments		PCT/US13/50388	07/12/13	PCT
Upwardly Biasing Child-Resistant Closure for Liquid Medicaments		13/941,371	07/12/13	USA
Improved Child Resistant Cap for Liquid Medicaments		PCT/US13/50220	07/12/13	PCT
Improved Child Resistant Cap for Liquid Medicaments		13/940,666	07/12/13	USA
Passive Valve Concepts for Liquid Delivery		61/739,445	12/19/12	USA
Neck of a Glass Vial	935289	935289		France
Tamper-evident closure	5,465,858	386,770	11/14/95	USA
Exact Dose Dispenser Device Assembly	6,273,152 B1	09/408,832	08/14/00	USA
Apparatus for Molding Plastic Caps		1069980	01/11/06	Belgium
Apparatus for Molding Plastic Caps	699 29 425.8	1069980	01/11/06	Germany
Apparatus for Molding Plastic Caps	1,069,980 B1	99 911207.1	01/11/06	Europe
Apparatus for Molding Plastic Caps	1069980	1069980	01/11/06	France

<i>Title</i>	<i>Patent #</i>	<i>Application #</i>	<i>Issue / Filing Date</i>	<i>Country</i>
Apparatus for Molding Plastic Caps	1069980	1069980	01/11/06	Ireland
Apparatus for Molding Plastic Caps	1069980	1069980	01/11/06	Italy
Apparatus for Molding Plastic Caps	1069980	1069980	01/11/06	Great Britain
Apparatus for Molding Plastic Caps	6,079,973	09/049,064	06/27/00	USA
Apparatus for Molding Plastic Caps	6,409,498 B1	09/551,048	06/25/02	USA
Apparatus for Molding Plastic Caps		1999-0552		Venezuela
Dropper Assembly	6,481,600	09/750,496	11/19/02	USA
High Recovery Vial	D567,388	29/243,220	04/22/08	USA
High Recovery Vial – Divisional	D586,472 S	29/300,272	02/10/09	USA
Drop Dispensers	6,565,543	09/671,642	05/20/03	USA
Locking Helical Closure System	769799	48384/00	05/27/04	Australia
Locking Helical Closure System	1220793	1220793		Belgium
Locking Helical Closure System	2,373,390	2,373,390	01/08/08	Canada
Locking Helical Closure System	124238	00809100.5	10/01/03	China
Locking Helical Closure System	60046405.9	930589.7	11/08/01	Germany
Locking Helical Closure System	1220793	930589.7	11/08/01	Europe
Locking Helical Closure System		930589.7	11/08/01	France
Locking Helical Closure System		930589.7	11/08/01	Great Britain
Locking Helical Closure System		930589.7	11/08/01	Ireland
Locking Helical Closure System	228549	PA/a/2001/011498	05/11/00	Mexico
Locking Helical Closure System	6,354,450 B1	09/569,286	03/12/02	USA
Die for Forming a Helical lock on a Glass Vial Neck	D568,347	29/273,357	05/06/08	USA
Needleless Access Apparatus & System	6,706,031 B2	09/781,595	03/16/04	USA
Child Resistant Compact Case	6,832,686	10/100,947	12/21/04	USA
Rotatable Compact Case with Non-removable Pill Package Insert	6,669,022	10/101,000	12/30/03	USA
Rotatable Compact Case with Non-removable Pill Package Insert	7,243,797	10/666,590	07/17/07	USA

SCHEDULE B

TRADEMARKS OR SERVICE MARKS

<i>Title</i>	<i>Trademark #</i>	<i>Application #</i>	<i>Registration / Filing Date</i>	<i>Country</i>
COD	2,968,293	78/219301	07/12/05	USA
Comar Oral Dispenser	2,968,294	78/219309	07/12/05	USA
No Choke Tip Cap	3,077,893	76/635170	04/04/06	USA
Accucup		1436445	04/29/09	Canada
Accucup		8263212	05/29/09	European Union
Accucup	1103132			Mexico
Accucup	3,693,973	77/596992	10/06/09	USA
Comar (with design)	1,281,362	73/404712	06/12/84	USA
Secure Dose	001292556		08/30/99	Europe
Secure Dose	KOR127254		03/18/99	Thailand
Comar	2,374,567	75/625993	08/08/00	USA
C stylized	2,380,686	75/625992	08/29/00	USA
DOSEGUARD		85/846308	02/11/13	USA
DOSEGUARD (and design)		85/846356	02/11/13	USA
SecureCap		86/039123	08/15/13	USA
Accucup		2009-0369		Japan

SCHEDULE C
COPYRIGHTS

None.