

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aegis Sciences Corporation		02/24/2014	CORPORATION: TENNESSEE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Morgan Stanley Senior Funding, Inc. as Administrative Agent
<b>Street Address:</b>	1300 Thames Street, 4th Floor, Thames Street Wharf
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21231
<b>Entity Type:</b>	Bank: UNITED STATES

<b>PROPERTY NUMBERS Total: 14</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	4086011	AEGIS
Registration Number:	2544255	AEGIS
Registration Number:	3498957	AEGIS
Registration Number:	4042759	AEGIS
Registration Number:	4112691	AEGIS
Registration Number:	4293178	AEGIS
Registration Number:	3610392	AEGIS PAINCOMP
Registration Number:	4404849	AEGIS SHIELD
Registration Number:	4035856	GET BEHIND THE SHIELD
Registration Number:	3734198	PAINCOMP
Registration Number:	3913012	SCIENCE IN DEFENSE OF JUSTICE
Registration Number:	2210596	ZERO-TOLERANCE
Registration Number:	2204054	ZERO-TOLERANCE DRUG TESTING
Registration Number:	4467764	AEGIS NATAL CARE

OP \$365.00 4086011

**CORRESPONDENCE DATA**

**Fax Number:**

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

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Ken Tan, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Ken Tan, Legal Assistant
<b>Signature:</b>	/Marina Kelly, Thomson Reuters/
<b>Date:</b>	03/04/2014

**Total Attachments: 7**

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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):**

Aegis Sciences Corporation

- Individual(s)
- Partnership
- Corporation- State: Tennessee
- Other \_\_\_\_\_
- 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) February 24, 2014

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Morgan Stanley Senior Funding, Inc., as Administrative Agent

Street Address: 1300 Thames Street, 4th Floor,  
Thames Street Wharf

City: Baltimore

State: Maryland

Country: USA Zip: 21231

- 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

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

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: Ken Tan, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: \_\_\_\_\_

Email Address: KTan@cahill.com

**6. Total number of applications and registrations involved:**

14

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

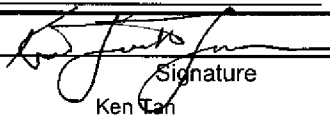
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature  
Ken Tan

3/03/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 24, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Morgan Stanley Senior Funding, Inc., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantors are party to a First Lien Security Agreement, dated as of February 24, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets (including any Trademark applications excluded pursuant to Section 2.1 hereof):

1. all Trademarks, including those listed on Schedule A hereto, and
2. the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed

pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

**EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE UNITED STATES PATENT AND TRADEMARK OFFICE RECORD THIS TRADEMARK SECURITY AGREEMENT.**

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

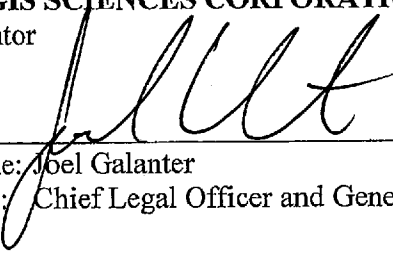
### **SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

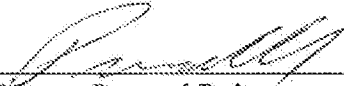
**AEGIS SCIENCES CORPORATION**, as  
Grantor

By:   
Name: Joel Galanter  
Title: Chief Legal Officer and General Counsel

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005230 FRAME: 0049**

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Administrative Agent

By:   
Name: Pramod Raju  
Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]



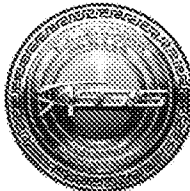


**TRADEMARK**  
**REEL: 005230 FRAME: 0050**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**


**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**UNITED STATES TRADEMARKS:**

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Aegis Sciences Corporation	4086011	AEGIS
Aegis Sciences Corporation	2544255	AEGIS
Aegis Sciences Corporation	3498957	 AEGIS (Design)
Aegis Sciences Corporation	4042759	 AEGIS (shield design)
Aegis Sciences Corporation	4112691	 AEGIS (shield design)
Aegis Sciences Corporation	4293178	 AEGIS (shield design)
Aegis Sciences Corporation	3610392	 AEGIS PAINCOMP (design)



Aegis Sciences Corporation	4404849	AEGIS SHIELD
Aegis Sciences Corporation	4035856	GET BEHIND THE SHIELD
Aegis Sciences Corporation	3734198	PAINCOMP
Aegis Sciences Corporation	3913012	SCIENCE IN DEFENSE OF JUSTICE
Aegis Sciences Corporation	2210596	ZERO-TOLERANCE
Aegis Sciences Corporation	2204054	ZERO-TOLERANCE DRUG TESTING
Aegis Sciences Corporation	4467764	 AEGIS NATAL CARE (design)

**OTHER TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Aegis Sciences Corporation	1092619	Australia	AEGIS
Aegis Sciences Corporation	TMA844246	Canada	AEGIS
Aegis Sciences Corporation	194768	Costa Rica	AEGIS
Aegis Sciences Corporation	176445	Guatemala	AEGIS
Aegis Sciences Corporation	14964	Honduras	AEGIS
Aegis Sciences Corporation	302081664	Hong Kong	AEGIS
Aegis Sciences Corporation	1092619	Japan	AEGIS
Aegis Sciences Corporation	1092619	Switzerland	AEGIS
Aegis Sciences Corporation	1092619	WIPO	AEGIS

Applications:

None