

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aegis Sciences Corporation		02/24/2014	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
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

NAME OF SUBMITTER:

Ken Tan, Legal Assistant

Signature:

/Marina Kelly, Thomson Reuters/

Date:

03/05/2014

Total Attachments: 8

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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 Second 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):

- (i) all Trademarks, including those listed on Schedule A hereto, and
- (ii) 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. INTERCREDITOR AGREEMENT

Notwithstanding anything herein to the contrary, the Liens and the Security Interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject in all respects to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.

SECTION 5. RECORDATION

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

SECTION 6. 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 7. 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 8. 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

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: 
Name: Pramod Raju
Title: Authorized Signatory



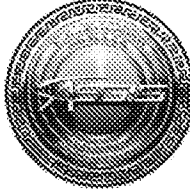


[Signature Page to Second Lien Trademark Security Agreement]


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:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
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