

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM298096

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Unitract Syringe Pty Ltd.		03/12/2014	CORPORATION: AUSTRALIA

RECEIVING PARTY DATA

Name:	ROS ACQUISITION OFFSHORE LP
Street Address:	c/o Walkers Corporate Services Limited
Internal Address:	Walker House, 87 Mary Street
City:	George Town, Grand Cayman KY
State/Country:	CAYMAN ISLANDS
Postal Code:	1-9005
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85732440	DEPOT-JECT
Registration Number:	4472583	EZMIX
Serial Number:	85714424	FLEX-THERAPY
Serial Number:	85936543	MICRO-JECT
Serial Number:	85732489	OCU-JECT
Serial Number:	85936550	OCU-MIX
Serial Number:	85714442	PRECISION-THERAPY
Serial Number:	85737821	RITA
Serial Number:	85908281	UNIFILL ASSURE
Serial Number:	85849023	UNIFILL FINESSE
Serial Number:	85769873	UNILIFE
Serial Number:	78211056	UNITRACT

CORRESPONDENCE DATA

Fax Number: 6464419052
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-841-1052
Email: trademarks@cov.com
Correspondent Name: Eva L. Dickerman

TRADEMARK

CH \$315.00 85732440

Address Line 1: 620 Eighth Avenue
Address Line 2: The New York Times Building
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER: 034550.00015

NAME OF SUBMITTER: Cheryl Fountain/Paralegal Specialist

SIGNATURE: /cheryllfountain/

DATE SIGNED: 03/13/2014

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2014 (this “Agreement”), is made by Unित्रact Syringe Pty Ltd., (the “Grantor”), in favor of ROS ACQUISITION OFFSHORE LP, a Cayman Islands exempted limited partnership, for itself and as agent for the other parties to which the Grantor may owe any Obligations (together with its Affiliates, successors, transferees and assignees, the “Lender”).

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of the date hereof (as amended, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and between Unilife Medical Solutions, Inc., a Delaware corporation (the “Borrower”) and the Lender, the Lender has extended a Commitment to make the Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Lender, dated as of the date hereof, 2014 (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender, for its benefit, a continuing security interest in all of Grantor’s right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the “Trademark Collateral”):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all

applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Lender for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Lender will, at the Grantor’s sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

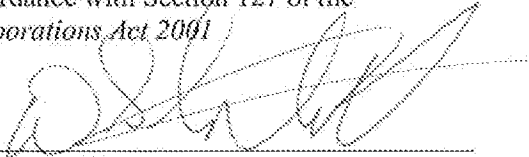
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Effective. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Lender. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g. "pdf" or "tiff") or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

Executed by Unitract Syringe Pty Ltd in
accordance with Section 127 of the
Corporations Act 2001



Signature of director

Alan Shortall
Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

Ravin Majdenbakhsh
Name of director/company secretary (print)

SCHEDULE I
TRADEMARKS AND SERVICE MARKS
UNILIFE CORPORATION (held by UNITRACT SYRINGE PTY LTD)

Registrations and Pending Applications

Mark	Country	Application Number	Registration Number	Status	Owner
DEPOT-JECT	United States	85/732,440		Published	Unitract Syringe Pty Ltd.
EZMIX	United States	85/905,664	4472583	Registered	Unitract Syringe Pty Ltd.
FLEX-THERAPY	Australia		1523279	Registered	Unitract Syringe Pty Ltd.
FLEX-THERAPY	Canada	1594545		Advertised	Unitract Syringe Pty Ltd.
FLEX-THERAPY	India	2408943		Pending	Unitract Syringe Pty Ltd.
FLEX-THERAPY	Int'l Registration - Madrid Protocol Only <i>COUNTRIES: European Community (statement of grant of protection), France (refusal period has expired), Japan (statement of grant of protection following a provisional refusal; limited goods listing), Spain (statement of grant of protection), United Kingdom (statement of grant of protection)</i>		1132932	Registered	Unitract Syringe Pty Ltd.
FLEX-THERAPY	Malaysia	2012015998		Pending	Unitract Syringe Pty Ltd.
FLEX-THERAPY	Singapore	T1216520I		Pending	Unitract Syringe Pty Ltd.
FLEX-THERAPY	Taiwan	101051705		Pending	Unitract Syringe Pty Ltd.
FLEX-THERAPY	United States	85/714,424 (WIPO Basic Application)		Allowed – Statement of Use on file	Unitract Syringe Pty Ltd.
MICRO-JECT	United States	85/936,543		Allowed – Statement of Use to be filed	Unitract Syringe Pty Ltd.
OCU-JECT	United States	85/732,489		Allowed – Statement of Use to be filed	Unitract Syringe Pty Ltd.
OCU-MIX	United States	85/936,550		Allowed – Statement of Use to be filed	Unitract Syringe Pty Ltd.

**TRADEMARKS AND SERVICE MARKS
UNILIFE CORPORATION (held by UNITRACT SYRINGE PTY LTD)**

March 11, 2014

Mark	Country	Application Number	Registration Number	Status	Owner
PRECISION-THERAPY	Australia		1523280	Registered	Unitract Syringe Pty Ltd.
PRECISION-THERAPY	Canada	1594546		Pending	Unitract Syringe Pty Ltd.
PRECISION-THERAPY	India	2408947		Pending	Unitract Syringe Pty Ltd.
PRECISION-THERAPY	Int'l Registration - Madrid Protocol Only <i>COUNTRIES: France (refusal period has expired), Japan (statement of grant of protection following a provisional refusal; limited goods listing), Spain (statement of grant of protection)</i>	1132933		Registered	Unitract Syringe Pty Ltd.
PRECISION-THERAPY	Malaysia	2012015999		Pending	Unitract Syringe Pty Ltd.
PRECISION-THERAPY	Singapore	T1216521G		Pending	Unitract Syringe Pty Ltd.
PRECISION-THERAPY	Taiwan	101051702		Pending	Unitract Syringe Pty Ltd.
PRECISION-THERAPY	United States	85/714,442 (WIPO Basic Application)		Allowed – Statement of Use on file	Unitract Syringe Pty Ltd.
RITA	Int'l Registration - Madrid Protocol Only <i>COUNTRIES: Austria (statement of grant of protection), European Community (statement of grant of protection), France (refusal period has expired), Germany (statement of grant of protection), Italy (statement of grant of protection), Portugal (statement of grant of protection), Spain (statement of grant of protection), Switzerland (refusal period has expired), United Kingdom (statement of grant of protection)</i>		1134679	Registered	Unitract Syringe Pty Ltd.
RITA	Singapore	T1217334A		Pending	Unitract Syringe Pty Ltd.

TRADEMARKS AND SERVICE MARKS
UNILIFE CORPORATION (held by UNITRACT SYRINGE PTY LTD)

March 11, 2014

Mark	Country	Application Number	Registration Number	Status	Owner
RITA	United States	85/737,821 (WIPO Basic Application)	4467511	Registered	Unitract Syringe Pty Ltd.
UNIFILL	Australia	1323553 (WIPO Basic Application)	1323553	Registered	Unitract Syringe Pty Ltd.
UNIFILL	Canada	1453791		Allowed	Unitract Syringe Pty Ltd.
UNIFILL	India	1868929		Published	Unitract Syringe Pty Ltd.
UNIFILL	Int'l Registration - Madrid Protocol Only <i>COUNTRIES: China (statement of grant of protection), European Community (statement of grant of protection), France (statement of grant of protection), Germany (refusal period has expired), Italy (refusal period has expired), Japan (statement of grant of protection), Portugal (refusal period has expired), Spain (statement of grant of protection), Switzerland (statement of grant of protection), United Kingdom (statement of grant of protection), United States (registration; limited goods listing)</i>		1028438	Registered	Unitract Syringe Pty Ltd.
UNIFILL	Malaysia	09017653	09017653	Registered	Unitract Syringe Pty Ltd.
UNIFILL	Singapore		T1002301F	Registered	Unitract Syringe Pty Ltd.
UNIFILL	Taiwan	98044614	1414108	Registered	Unitract Syringe Pty Ltd.
UNIFILL	United States	79/078,763	3913242 / IR 1028438	Registered	Unitract Syringe Pty Ltd.
UNIFILL ASSURE	United States	85/908,281		Allowed – Statement of Use to be filed	Unitract Syringe Pty Ltd.
UNIFILL FINESSE	Australia		1557449	Registered	Unitract Syringe Pty Ltd.

TRADEMARKS AND SERVICE MARKS
UNILIFE CORPORATION (held by UNITRACT SYRINGE PTY LTD)

March 11, 2014

Mark	Country	Application Number	Registration Number	Status	Owner
UNIFILL FINESSE	France	13/3985673	13/3985673	Registered	Unitract Syringe Pty Ltd.
UNIFILL FINESSE	Germany	30 2013 019 064.5/10	30 2013 019 064	Registered	Unitract Syringe Pty Ltd.
UNIFILL FINESSE	Int'l Registration - Madrid Protocol Only <i>COUNTRIES: China (statement of grant of protection), European Community (examination completed, but opposition still possible), Italy (refusal period has expired), Japan (statement of grant of protection), Spain (statement of grant of protection), Switzerland (refusal period has expired)</i>		1158706	Registered	Unitract Syringe Pty Ltd.
UNIFILL FINESSE	Singapore	T1308015J		Pending	Unitract Syringe Pty Ltd.
UNIFILL FINESSE	United Kingdom		3000974	Registered	Unitract Syringe Pty Ltd.
UNIFILL FINESSE	United States	85/849,023 (WIPO Basic Application)		Allowed – Statement of Use to be filed	Unitract Syringe Pty Ltd.
UNILIFE	Australia	1323554 (WIPO Basic Application)	1323554	Registered	Unitract Syringe Pty Ltd.
UNILIFE	Australia		1533919	Registered	Unitract Syringe Pty Ltd.
UNILIFE	Canada	1453790		Published (Opposition pending – resolution reached by not yet entered)	Unitract Syringe Pty Ltd.
UNILIFE	Canada	1,603,742		Pending	Unitract Syringe Pty Ltd.
UNILIFE	India	1868928	1042798	Registered	Unitract Syringe Pty Ltd.
UNILIFE	India	2428802		Pending	Unitract Syringe Pty Ltd.

TRADEMARKS AND SERVICE MARKS
UNILIFE CORPORATION (held by UNITRACT SYRINGE PTY LTD)

March 11, 2014

Mark	Country	Application Number	Registration Number	Status	Owner
UNILIFE	Int'l Registration - Madrid Protocol Only <i>COUNTRIES: European Community (statement of grant of protection following a provisional refusal), France (statement of grant of protection), Germany (refusal period has expired), Italy (refusal period has expired), Japan (statement of grant of protection), Spain (statement of grant of protection), Switzerland (refusal period has expired), United Kingdom (statement of grant of protection), United States (registration)</i>		1021229	Registered	Unitract Syringe Pty Ltd.
UNILIFE	Int'l Registration - Madrid Protocol Only <i>COUNTRIES: European Community (statement of grant of protection), France (statement of grant of protection), Germany (statement of grant of protection), Italy (statement of grant of protection), Japan (statement of grant of protection), Spain (statement of grant of protection), Switzerland (subsequent designation), United Kingdom (statement of grant of protection)</i>		1141884	Registered	Unitract Syringe Pty Ltd.
UNILIFE	Malaysia	09017652	09017652	Registered	Unitract Syringe Pty Ltd.
UNILIFE	Malaysia	2012019033		Published	Unitract Syringe Pty Ltd.
UNILIFE	Singapore		T1300168D	Registered	Unitract Syringe Pty Ltd.
UNILIFE	Singapore		T0914729G	Registered	Unitract Syringe Pty Ltd.
UNILIFE	Taiwan	98044613	01429368	Registered	Unitract Syringe Pty Ltd.
UNILIFE	Taiwan	101063509	1593695	Registered	Unitract Syringe Pty Ltd.

**TRADEMARKS AND SERVICE MARKS
UNILIFE CORPORATION (held by UNITRACT SYRINGE PTY LTD)**

March 11, 2014

Mark	Country	Application Number	Registration Number	Status	Owner
UNILIFE	United States	79/075,972	3807347 / IR 1021229	Registered	Unitract Syringe Pty Ltd.
UNILIFE	United States	85/769,873 (WIPO Basic Application)	4,410,026	Registered	Unitract Syringe Pty Ltd.
UNILIFE Logo	Australia	1323552 (WIPO Basic Application)	1323552	Registered	Unitract Syringe Pty Ltd.
UNILIFE Logo	Australia		1533919	Registered	Unitract Syringe Pty Ltd.
UNILIFE Logo	Canada	1453789	TMA819140	Registered	Unitract Syringe Pty Ltd.
UNILIFE Logo	India	1868930	1014728	Registered	Unitract Syringe Pty Ltd.
UNILIFE Logo	Int'l Registration - Madrid Protocol Only <i>COUNTRIES: European Community (statement of grant of protection), France (statement of grant of protection), Germany (refusal period has expired), Italy (refusal period has expired), Japan (statement of grant of protection), Portugal (refusal period has expired), Spain (statement of grant of protection), Switzerland (refusal period has expired), United Kingdom (statement of grant of protection), United States (registration)</i>		1021228	Registered	Unitract Syringe Pty Ltd.
UNILIFE Logo	Malaysia	09017651	09017651	Registered	Unitract Syringe Pty Ltd.
UNILIFE Logo	Singapore		T0914866H	Registered	Unitract Syringe Pty Ltd.
UNILIFE Logo	Taiwan	98044612	1414107	Registered	Unitract Syringe Pty Ltd.
UNILIFE Logo	United States	79/075,971	3807346 / IR 1021228	Registered	Unitract Syringe Pty Ltd.
UNITRACT	Australia	872446	872446 (WIPO Basic Application)	Registered	Unitract Syringe Pty Ltd.

**TRADEMARKS AND SERVICE MARKS
UNILIFE CORPORATION (held by UNITRACT SYRINGE PTY LTD)**

March 11, 2014

Mark	Country	Application Number	Registration Number	Status	Owner
UNITRACT	Brazil	826075908	826075908	Registered	Unitract Syringe Pty Ltd.
UNITRACT	Canada	1185587	TMA744061	Registered	Unitract Syringe Pty Ltd.
UNITRACT	India	1234887	467600	Registered	Unitract Syringe Pty Ltd.
UNITRACT	Indonesia	D002003-25162-25369	IDM000031473	Registered	Unitract Syringe Pty Ltd.
UNITRACT	Int'l Registration - Madrid Protocol only <i>COUNTRIES: Austria (refusal period has expired), Benelux (Belgium/Netherlands/Luxembourg) (refusal period has expired), China (refusal period has expired), Denmark (refusal period has expired), Finland (refusal period has expired), France (refusal period has expired), Germany (refusal period has expired), Greece (refusal period has expired), Ireland (statement of grant of protection), Italy (refusal period has expired), Japan (statement of grant of protection), Liechtenstein (refusal period has expired); Monaco (refusal period has expired), Norway (statement of grant of protection), Portugal (refusal period has expired), Russian Federation (refusal period has expired), Spain (statement of grant of protection), Sweden (refusal period has expired), Switzerland (refusal period has expired), Turkey (statement of grant of protection), United Kingdom (statement of grant of protection)</i>		807476	Registered	Unitract Syringe Pty Ltd.
UNITRACT	Mexico	632074	820917	Registered	Unitract Syringe Pty Ltd.
UNITRACT	New Zealand	683685	683685	Registered	Unitract Syringe Pty Ltd.

**TRADEMARKS AND SERVICE MARKS
UNILIFE CORPORATION (held by UNITRACT SYRINGE PTY LTD)**

March 11, 2014

Mark	Country	Application Number	Registration Number	Status	Owner
UNITRACT	Singapore		T0312845	Registered	Unitract Syringe Pty Ltd.
UNITRACT	South Africa	2003/15870	2003/15870	Registered	Unitract Syringe Pty Ltd.
UNITRACT	United States	78/211,056	2,821,246	Registered	Unitract Syringe Pty Ltd.
UNITRACT Logo (Reverse Italic)	Australia	963430	963430	Registered	Unitract Syringe Pty Ltd.
UNITRACT SAFE SYRINGE	Australia	1026295	1026295	Registered	Unitract Syringe Pty Ltd.

Common Law Marks

AUTOMIX
 OCURATE
 LISA
 INJECTING INNOVATION
 READYTOGO
 FLEXWEAR
 OCU-MIX
 AUTOMIX PRESTO
 EZMIX PRODIGY
 EZMIX ENGAGE
 EZMIX GENESIS
 UNIFILL NEXUS
 UNIFILL ALLURE
 UNIFILL SELECT