

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298308

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APHENA PHARMA SOLUTIONS - TENNESSEE, LLC		03/03/2014	LIMITED LIABILITY COMPANY: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNY ALCENTRA GROUP HOLDINGS, INC.		
<b>Street Address:</b>	200 Park Avenue, 7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85218946	APHENA	
<b>Serial Number:</b>	85218956		
<b>Serial Number:</b>	85218953		
<b>Serial Number:</b>	85218952		
<b>Serial Number:</b>	85218950	APHENA	
<b>Serial Number:</b>	85218948	APHENA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	919-821-1220		
<b>Email:</b>	gcollns@smithlaw.com		
<b>Correspondent Name:</b>	Grace S. Collins		
<b>Address Line 1:</b>	150 Fayetteville Street, Suite 2300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>ATTORNEY DOCKET NUMBER:</b>	12571.17		
<b>NAME OF SUBMITTER:</b>	Grace S. Collins		
<b>SIGNATURE:</b>	/s/ Grace S. Collins		
<b>DATE SIGNED:</b>	03/17/2014		

TRADEMARK

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) dated as of March 3, 2014 by APHENA PHARMA SOLUTIONS – TENNESSEE, LLC, a Tennessee limited liability company (“**Grantor**”), in favor of BNY ALCENTRA GROUP HOLDINGS, INC., a Delaware corporation, as collateral agent (“**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”) by and among Grantor, APHENA PHARMA SOLUTIONS – KENTUCKY, LLC, a Kentucky limited liability company (“**Aphena Kentucky**”), APHENA PHARMA SOLUTIONS – MARYLAND, LLC, a Delaware limited liability company (“**Aphena Maryland**”), APHENA PHARMA SOLUTIONS – NEW JERSEY, LLC, a Delaware limited liability company (“**Aphena New Jersey**”), APHENA PHARMA SOLUTIONS – NEW YORK, LLC, a Delaware limited liability company (“**Aphena New York**”, and together with Grantor, Aphena Kentucky, Aphena Maryland, Aphena New Jersey and each other Person that joins as a Borrower from time to time thereto, the “**Borrowers**”), Collateral Agent and the lenders from time to time party thereto (“**Lenders**”), Lenders have agreed to make certain loans for the benefit of the Borrowers; and

WHEREAS, Lenders are willing to make the loans as provided for in the Note Purchase Agreement on the condition, among others, that Grantor shall have executed and delivered to Collateral Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) by and among Grantor, the other “**Debtors**” party thereto and Collateral Agent and (b) this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement. The term “**Trademarks**” shall mean all of Grantor’s trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than “**intent to use**” applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation,

damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to Collateral Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) each Trademark listed on Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

The parties hereto acknowledge and agree that nothing in this Agreement shall constitute or be deemed to constitute any assignment of the Trademark Collateral by Grantor.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

4. SIGNATURES; COUNTERPARTS. Facsimile transmissions of any executed original document or retransmission of any executed facsimile transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm facsimile transmissions by executing duplicate original documents and delivering the same to the requesting party or parties. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors

and assigns and shall inure to the benefit of Collateral Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction, other than Sections 5-1401 and 5-1402 of the New York Obligations Law.

[signature page follows]

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

APHENA PHARMA SOLUTIONS – TENNESSEE, LLC

By:  \_\_\_\_\_

Name: Kevin H. Kerchner

Its: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BNY ALCENTRA GROUP HOLDINGS, INC.,  
as Collateral Agent

By: 

Name: Scott Gold

Its: Senior Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

<b>Owner</b>	<b>Trademark</b>	<b>Status</b>	<b>Serial No.</b>	<b>Date Filed</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Aphena (TN)	Standard character mark	Registered; unassigned	85218946	Jan. 17, 2011	4110056	Mar. 6, 2012
Aphena (TN)	Triangular shape	Registered; unassigned	85218956	Jan. 17, 2011	4106729	Feb. 28, 2012
Aphena (TN)	Triangular shape	Registered; unassigned	85218953	Jan. 17, 2011	4106728	Feb. 28, 2012
Aphena (TN)	Triangular shape	Registered; unassigned	85218952	Jan. 17, 2011	4106727	Feb. 28, 2012
Aphena (TN)	Standard character mark	Registered; unassigned	85218950	Jan. 17, 2011	4106726	Feb. 28, 2012
Aphena (TN)	Standard character mark	Registered; unassigned	85218948	Jan. 17, 2011	4106725	Feb. 28, 2012