

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cambridge Major Laboratories, Inc.		10/25/2013	CORPORATION: WISCONSIN
AAIPHARMA Services Corp.		10/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	American Capital, Ltd.
Street Address:	2 Bethesda Metro Center, 14th Floor
Internal Address:	Attn: Brett Hyman
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85740681	CMUNITY
Serial Number:	85356990	PASSION FOR CHEMISTRY....PASSION FOR LIF
Serial Number:	85356964	PROCRYST
Serial Number:	85371052	FORMSELECT
Registration Number:	4002061	CHEMISTRY THAT WORKS
Registration Number:	1647669	AAI
Registration Number:	3730045	AAI
Registration Number:	3906623	AAIPHARMA
Registration Number:	3906535	AAIPHARMA SERVICES
Registration Number:	1622884	APPLIED ANALYTICAL INDUSTRIES
Registration Number:	2747955	AZASAN
Registration Number:	4262296	COMPOUND TO CLINIC
Registration Number:	3314132	IT'S THE CHEMISTRY
Registration Number:	3985954	PROLONICAQ
Registration Number:	4054112	YOUR PROJECT OUR PASSION
Registration Number:	4271353	YOUR RESULTS BECOME OUR REPUTATION

OP \$415.00 85740681

CORRESPONDENCE DATA**Fax Number:** 3016546714***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*****Phone:** 3018411359**Email:** brett.hyman@americancapital.com**Correspondent Name:** American Capital, Ltd.**Address Line 1:** 2 Bethesda Metro Center**Address Line 2:** Attn: Brett Hyman**Address Line 4:** Bethesda, MARYLAND 20814

NAME OF SUBMITTER:	Brett Hyman
SIGNATURE:	/Brett Hyman/
DATE SIGNED:	03/18/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor American Capital, Ltd. ("ACAS"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, Holdings, the other Grantors, the Lenders and the L/C Issuers from time to time party thereto and ACAS, as the Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its registered Trademarks, including, without limitation, those referred to on Schedule 1 hereto, but excluding any Excluded Property;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall, to the extent provided in the Guaranty and Security Agreement, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

CAMBRIDGE MAJOR
LABORATORIES, INC.

as Grantor

By: 

Name: Mark Abatto

Title: Vice Pres., Chief Financial
Officer and Secretary

AAIPHARMA SERVICES CORP.

as Grantor

By: 

Name: Mark Abatto

Title: Vice Pres., Chief Financial
Officer and Secretary

ACCEPTED AND AGREED

as of the date first above written:

AMERICAN CAPITAL, LTD.

as Administrative Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

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

Very truly yours,

CAMBRIDGE MAJOR
LABORATORIES, INC.

as Grantor

By:

Name: Mark Abatto

Title: Vice Pres., Chief Financial
Officer and Secretary

AAIPHARMA SERVICES CORP.

as Grantor

By:

Name: Mark Abatto

Title: Vice Pres., Chief Financial
Officer and Secretary

ACCEPTED AND AGREED

as of the date first above written:

AMERICAN CAPITAL, LTD.

as Administrative Agent

By: *Ryan Naim*

Name: RYAN NAIM


Title: VICE PRESIDENT




[Signature Page to Trademark Security Agreement]







SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS:

Owner	Title	Jurisdiction of Registration	Registration Number / Date	Licenses Granted
Cambridge Major Laboratories, Inc.	CMUnity	USPTO	85740681 / Pending	None
Cambridge Major Laboratories, Inc.	Passion for Chemistry...Passion for Life	USPTO	85356990 /Pending	None
Cambridge Major Laboratories, Inc.	ProCryst	USPTO	85356964 /Pending	None
Cambridge Major Laboratories, Inc.	FormSelect	USPTO	85371052 /Pending	None
Cambridge Major Laboratories, Inc.	"Chemistry That Works"	USPTO	4002061 / July 26, 2011	None
Owner	Title	Jurisdiction of Registration	Registration Number / Date	Licenses Granted
AAIPharma Services Corp.	AAI	USA	1647669 /6/11/1991	None
	AAI & Design			
AAIPharma Services Corp.		USA	3730045 /12/22/2009	None
AAIPharma Services Corp.	AAIPHARMA	USA	3906623 /1/18/2011	None
	AAIPHARMA SERVICES & Design			
AAIPharma Services Corp.			3906535 /1/18/2011	None
AAIPharma Services Corp.	APPLIED ANALYTICAL INDUSTRIES	USA	1622884 /11/13/1990	None
AAIPharma Services Corp.	AZASAN	USA	2747955 /8/5/2003	None
AAIPharma Services Corp.	COMPOUND TO CLINIC	USA	4262296 /12/18/2012	None
AAIPharma Services Corp.	IT'S THE CHEMISTRY	USA	3314132 /10/16/2007	None
AAIPharma Services	PROLONICAQ	USA	3985954	None

Corp.			6/28/2011	
AAIPharma Services Corp.	YOUR PROJECT OUR PASSION	USA	4054112 11/8/2011	None
AAIPharma Services Corp.	YOUR RESULTS BECOME OUR REPUTATION	USA	4271353 1/8/2013	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI AAI & Design 	Canada	TMA494950 5/20/1998	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DESIGN 	Canada	TMA503179 10/28/1998	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES	Canada	TMA678532 12/19/2006	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES	China		None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES	China	4185078 5/21/2008	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES	Community Trademarks	3886207 8/23/2005	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES	Japan	4871193 6/10/2005	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES	Mexico	873079 3/28/2005	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES	Mexico	867626 2/22/2005	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES	Mexico	878653 4/27/2005	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES	South Korea	119616 8/8/2005	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES	Taiwan	01155363 5/16/2005	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES & Design 	Canada	TMA668842 7/27/2006	None

AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES & Design 	China	4185075 5/21/2008	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES & Design 	Community Trademarks	3887536 9/1/2005	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES & Design 	Japan	4871194 6/10/2005	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES & Design 	Mexico	864895 12/17/2004	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES & Design 	South Korea	119614 8/8/2005	None
AAIPharma Services Corp. (f/k/a (AAIPharma Inc.))	AAI DEVELOPMENT SERVICES & Design 	Taiwan	01155364 5/16/2005	None
AAI Properties Inc.	AZASAN	Canada	TMA636160 3/29/2005	None

3.