

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNY Alcentra Group Holdings, Inc.		05/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alcentra Capital Corporation		
Street Address:	200 Park Avenue		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4110056	APHENA	
Registration Number:	4106729		
Registration Number:	4106728		
Registration Number:	4106727		
Registration Number:	4106726	APHENA	
Registration Number:	4106725	APHENA	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-821-6734		
Email:	bfricks@smithlaw.com		
Correspondent Name:	Blake Simpson Fricks		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
NAME OF SUBMITTER:	Blake Simpson Fricks		
SIGNATURE:	/Blake Simpson Fricks/		
DATE SIGNED:	05/29/2014		

OP \$165.00 4110056

Total Attachments: 4

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TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

This TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 20, 2014, is made by BNY Alcentra Group Holdings, Inc., a Delaware corporation ("Assignor"), in favor of Alcentra Capital Corporation, a Maryland corporation ("Assignee"), the purchaser of certain assets of Assignor pursuant to an Assignment and Assumption Agreement between Assignor and Assignee, dated as of May 8, 2014 (the "Assignment and Assumption Agreement").

WHEREAS, under the terms of the Assignment and Assumption Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain debt securities and related agreements of Assignor, including that certain Trademark Security Agreement dated as of March 3, 2014 by Aphenia Pharma Solutions – Tennessee, LLC ("Grantor"), in favor of Assignee (as collateral agent) (the "Trademark Security Agreement"), pursuant to which Grantor granted to Assignor a continuing first priority security interest in the Trademark Collateral (as hereafter defined);

WHEREAS, pursuant to the transfer effectuated under the Assignment and Assumption Agreement, Assignee holds a security interest in the Trademark Collateral; and

WHEREAS, Assignor has agreed to execute and deliver this Agreement, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office to reflect Assignee as the holder of the security interest in the Trademark Collateral.

NOW THEREFORE, the parties agree as follows:

- Defined Terms. 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.
- Assignment. In furtherance of the transfer effectuated under the Assignment and Assumption Agreement, and in consideration of the execution of the Assignment and

Assumption Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, effective as of May 8, 2014, all of Assignor's right, title and interest in and to the following (the "Assigned Security Interests in Trademark Collateral"): Assignor's 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"):

(i) 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

(ii) 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.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Security Interests in Trademark Collateral are properly assigned to Assignee, or any assignee or successor thereto.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first set forth above.

ASSIGNOR:

BNY ALCENTRA GROUP HOLDINGS, INC.

By: 

Name: Scott Gold

Title: Senior Vice President

ASSIGNEE:

ALCENTRA CAPITAL CORPORATION

By: 

Name: Paul J. Echausse

Title: Chief Executive Officer

SCHEDULE 1

Owner	Trademark	Serial No.	Reg. No.
Aphena (TN)	Standard Character Mark	85218946	4110056
Aphena (TN)	Triangular shape	85218956	4106729
Aphena (TN)	Triangular shape	85218953	4106728
Aphena (TN)	Triangular shape	85218952	4106727
Aphena (TN)	Standard Character Mark	85218950	4106726
Aphena (TN)	Standard Character Mark	85218948	4106725