

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM311167

| | | | |
|---|-------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Virtus Pharmaceuticals, LLC | | 07/17/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CIT Finance LLC | | |
| Street Address: | 11 West 42nd Street, 12th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10036 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4385595 | NATALVIRT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175236850 | | |
| <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: | 617-523-2700 | | |
| Email: | susan.dinicola@hklaw.com | | |
| Correspondent Name: | Holland & Knight LLP | | |
| Address Line 1: | 10 St. James Avenue | | |
| Address Line 4: | Boston, MASSACHUSETTS 02116 | | |
| ATTORNEY DOCKET NUMBER: | 136140.03001 | | |
| NAME OF SUBMITTER: | Susan C. DiNicola | | |
| SIGNATURE: | /Susan C. DiNicola/ | | |
| DATE SIGNED: | 07/18/2014 | | |
| Total Attachments: 7 | | | |
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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 17, 2014, by and between VIRTUS PHARMACEUTICALS, LLC, a Delaware limited liability company, VIRTUS PHARMACEUTICALS OPCO II, LLC, a Delaware limited liability company, and VIRTUS PHARMACEUTICALS HOLDINGS, LLC, a Delaware limited liability company (collectively, the “Grantors”), in favor of CIT FINANCE LLC, a Delaware limited liability company, in its capacity as Administrative Agent for the Secured Parties (in such capacity, together with its successors and assigns, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of July 17, 2014, by and among the Grantors, each other Person party thereto from time to time as a Borrower or other Loan Party, CIT Finance LLC, as Administrative Agent and a Lender, THL Corporate Finance, Inc. as Documentation Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Grantors and the other Loan Parties;

WHEREAS, Agent and the Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and the other Loan Parties shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Security and Pledge Agreement, dated as of July 17, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Agent, for the ratable benefit of Agent and the Secured Parties, this Trademark Security 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, the Grantors hereby agree as follows:

1. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment and performance of the Obligations of each Borrower and each other Loan Party, each of the Grantors hereby grants to Agent, for the benefit of Agent and the Secured Parties, a continuing first priority security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by any of the Grantors 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.

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Trademark Security Agreement shall not constitute a grant of a security interest in Excluded Property.

3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Agent and the Secured Parties, pursuant to the Security Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of 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. GOVERNING LAW.

The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. COUNTERPARTS.

This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile, e-mail or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Pages Follow]

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


VIRTUS PHARMACEUTICALS, LLC
for itself and as Administrative Borrower

By: _____

Name: Louis Sanchez

Title: Chief Executive Officer

VIRTUS PHARMACEUTICALS OPCO II, LLC

By: 
Name: Louis Sanchez
Title: Chief Executive Officer

VIRTUS PHARMACEUTICALS HOLDINGS, LLC

By: 

Name: Louis Sanchez

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

CIT FINANCE LLC,
as Agent

By: Myles Kasso
Name: Myles Kasso
Title: Director

Trademark Security Agreement
#31307794

TRADEMARK
REEL: 005325 FRAME: 0229

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

VIRTUS PHARMACEUTICALS, LLC

| Trademark | Country | Reg. No. | Reg. Date |
|-----------|---------|-----------|-----------|
| NATALVIRT | U.S.A. | 4,385,595 | 8/13/2013 |