

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Albany Molecular Research, Inc.		10/24/2014	CORPORATION: DELAWARE
ALO Acquisition LLC		10/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
AMRI BURLINGTON, INC.		10/24/2014	CORPORATION: MASSACHUSETTS
AMRI Rensselaer, Inc.		10/24/2014	CORPORATION: DELAWARE
Cedarburg Pharmaceuticals, Inc.		10/24/2014	CORPORATION: DELAWARE
Oso Biopharmaceuticals Manufacturing, LLC		10/24/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED KINGDOM

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3477433	
Registration Number:	4427557	AMRI GLOBAL SMARTSOURCING
Registration Number:	4427558	AMRI GLOBAL SMARTSOURCING
Registration Number:	2028808	ALBANY MOLECULAR RESEARCH, INC.
Registration Number:	2030116	ALBANY MOLECULAR RESEARCH, INC.
Registration Number:	3360935	AMRI
Registration Number:	4427550	AMRI GLOBAL SMARTSOURCING
Registration Number:	4427548	AMRI GLOBAL SMARTSOURCING
Registration Number:	4427554	AMRI SMARTSOURCING
Registration Number:	4427553	AMRI SMARTSOURCING
Registration Number:	4427555	SMARTSOURCING
Registration Number:	4427556	SMARTSOURCING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3901048	OSOIBIO AN INJECTABLES CMO
Registration Number:	3497634	HCM HYALURON CONTRACT MANUFACTURING
Registration Number:	3749837	HYALURON
Serial Number:	86413276	AMRI ALBANY MOLECULAR RESEARCH INC.
Serial Number:	86413314	AMRI ALBANY MOLECULAR RESEARCH INC.

CORRESPONDENCE DATA

Fax Number: 2123037064

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.

Phone: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	91825.00018
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	10/24/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 24, 2014, by each of the parties listed on the signature pages hereto (each, a “Grantor”), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of October 24, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, the other Grantors party thereto and the Collateral Agent, in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement used herein have the respective meanings assigned thereto in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) all Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) all products and Proceeds of any of the foregoing (together with (a), collectively, the “Trademarks”).

SECTION 3. The Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or otherwise required pursuant to, Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the applicable Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Collateral Agent’s interest in the applicable Trademarks.

SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.

(A) THE TERMS OF SECTION 10.13 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

(B) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 6. Waivers; Amendments; Modifications. Neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.


SECTION 7. Notices; Communications. All communications and notices under this Trademark Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Trademark Security 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 Trademark Security Agreement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

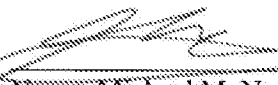
ALBANY MOLECULAR RESEARCH, INC., as a Grantor

By: 
Name: Michael M. Nolan
Title: Chief Financial Officer

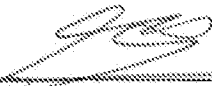
ALO ACQUISITION LLC, as a Grantor

By: 
Name: Michael M. Nolan
Title: Chief Financial Officer

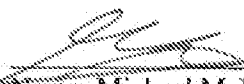
AMRI BURLINGTON, INC., as a Grantor

By: 
Name: Michael M. Nolan
Title: Chief Financial Officer

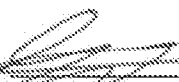
AMRI RENSSELAER, INC., as a Grantor

By: 
Name: Michael M. Nolan
Title: Chief Financial Officer

CEDARBURG PHARMACEUTICALS, INC., as a Grantor

By: 
Name: Michael M. Nolan
Title: Chief Financial Officer

OSO BIOPHARMACEUTICALS MANUFACTURING, LLC, as a Grantor

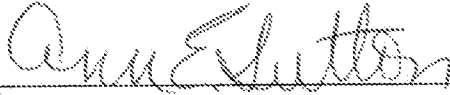
By: 
Name: Michael M. Nolan
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005387 FRAME: 0350**

ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC, as the Collateral Agent




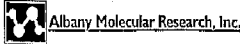
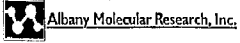
By: 
Name: Ann E. Sutton
Title: Director



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005387 FRAME: 0351


Schedule I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

OWNER	REG. NO. /DATE	TRADEMARK
Albany Molecular Research, Inc.	3,477,433 07/29/2008	
Albany Molecular Research, Inc.	4,427,558 11/05/2013	
Albany Molecular Research, Inc.	4,427,557 11/05/2013	
Albany Molecular Research, Inc.	2,028,808 01/07/1997	
Albany Molecular Research, Inc.	2,030,116 01/14/1997	
Albany Molecular Research, Inc.	3,360,935 12/25/2007	AMRI
Albany Molecular Research, Inc.	4,427,550 11/05/2013	AMRI GLOBAL SMARTSOURCING
Albany Molecular Research, Inc.	4,427,548 11/05/2013	AMRI GLOBAL SMARTSOURCING
Albany Molecular Research, Inc.	4,427,554 11/05/2013	AMRI SMARTSOURCING

OWNER	REG. NO. /DATE	TRADEMARK
Albany Molecular Research, Inc.	4,427,553 11/05/2013	AMRI SMARTSOURCING
Albany Molecular Research, Inc.	4,427,555 11/05/2013	SMARTSOURCING
Albany Molecular Research, Inc.	4,427,556 11/05/2013	SMARTSOURCING
OSO Biopharmaceuticals Manufacturing, LLC.	3,901,048 01/04/2011	
AMRI Burlington, Inc.	3,497,634 09/09/2008	
AMRI Burlington, Inc.	3,749,837 02/16/2010	HYALURON

Trademark Applications:

OWNER	APPLICATION NO./DATE	TRADEMARK
Albany Molecular Research, Inc.	86/413,276 10/02/2014	
Albany Molecular Research, Inc.	86/413,314 10/02/2014	