

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321849

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAGENT PHARMACEUTICALS, INC.		10/31/2014	CORPORATION: DELAWARE
SAGENT PHARMACEUTICALS		10/31/2014	CORPORATION: WYOMING

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent
<b>Street Address:</b>	10 South Dearborn Street, 22nd Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4206146	SAGENT
Registration Number:	3743423	SAGENT PHARMACEUTICALS
Registration Number:	3729987	SSS
Registration Number:	4088164	SSS
Registration Number:	4063566	INVEST IN INJECTABLES EXCELLENCE
Registration Number:	4063565	DISCOVER INJECTABLES EXCELLENCE
Registration Number:	4063564	CREATE INJECTABLES EXCELLENCE
Registration Number:	4063563	ADVANCE INJECTABLES EXCELLENCE

## CORRESPONDENCE DATA

Fax Number: 3128637806

*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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	1075.250
<b>NAME OF SUBMITTER:</b>	Nancy Brougher
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	10/31/2014

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of October 31, 2014 by Sagent Pharmaceuticals, Inc., a Delaware corporation, and Sagent Pharmaceuticals, a Wyoming corporation (each a "Grantor" and, together, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as administrative agent ("Administrative Agent").

### W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of October 31, 2014 by and among the Grantors, certain Affiliates of the Grantors, the other Loan Parties party thereto, Administrative Agent, as a Lender and as administrative agent for the Lenders, and the Lenders party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Credit Agreement, each Grantor entered into that certain Pledge and Security Agreement dated as of October 31, 2014 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent, for its own benefit and for the benefit of the Lenders, among other things, a continuing security interest in certain of such Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. 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, hereby mortgages, pledges and hypothecates to Administrative Agent and grants to Administrative Agent, for its own benefit and for the benefit of Lenders, a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and

payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Administrative Agent and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.


6. Counterparts. This 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

*[signature pages follow]*

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

**GRANTOR:**

SAGENT PHARMACEUTICALS, INC., a  
Delaware corporation

By:   
Name: Jeffrey Greve  
Title: Vice President, Controller

SAGENT PHARMACEUTICALS, a  
Wyoming corporation

By:   
Name: Jeffrey Greve  
Title: Vice President, Controller

**AGREED AND ACCEPTED:**

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: Kelli Lattanzio  
Name: Kelli Lattanzio  
Title: Authorized Officer

**SCHEDULE A**  
**TRADEMARKS**

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
SAGENT	77256750	Registered	4206146	09/11/12	Sagent Pharmaceuticals, Inc.
SAGENT PHARMACEUTICALS	78981049	Registered	3743423	01/26/10	Sagent Pharmaceuticals, Inc.
SSS	77978237	Registered	3729987	12/22/09	Sagent Pharmaceuticals, Inc.
SSS	77256745	Registered	4088164	01/17/12	Sagent Pharmaceuticals, Inc.
INVEST IN INJECTABLES EXCELLENCE	77256659	Registered	4063566	11/29/11	Sagent Pharmaceuticals, Inc.
DISCOVER INJECTABLES EXCELLENCE	77256656	Registered	4063565	11/29/11	Sagent Pharmaceuticals, Inc.
CREATE INJECTABLES EXCELLENCE	77256654	Registered	4063564	11/29/11	Sagent Pharmaceuticals, Inc.
ADVANCE INJECTABLES EXCELLENCE	77256647	Registered	4063563	11/29/11	Sagent Pharmaceuticals, Inc.