

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ipsen, Inc.		12/22/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kayne Senior Credit II GP, LLC, as Security Agent for the benefit of the Mezzanine Lenders		
Street Address:	311 South Wacker Dr., Ste 3350		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3689042	TITAN	
Registration Number:	3484481	DIGITRIM	
Registration Number:	3681966	TINY TURBO	
Registration Number:	3574940	METALMASTER	
Registration Number:	3681965	SUPERTURBO	
Registration Number:	3484480	METALWARE	
Registration Number:	2123052	ABAR IPSEN	
Registration Number:	1881386	ECOVAC	
Registration Number:	1363202	TURBO TREATER	
Registration Number:	1107047	IVADIZER	
Registration Number:	3245013	COMPUVAC	
Registration Number:	3242250	VFS	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
		TRADEMARK	

OP \$315.00 3689042

Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7023.008

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 12/24/2014

Total Attachments: 3

source=Ipsen__Trademark_Security_Agreement_(US_Collateral)#page1.tif

source=Ipsen__Trademark_Security_Agreement_(US_Collateral)#page2.tif

source=Ipsen__Trademark_Security_Agreement_(US_Collateral)#page3.tif

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Ipsen, Inc., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated December 22, 2014 (the "Security Agreement"; capitalized terms used herein which are not otherwise defined herein shall have the same meanings as set forth in the Security Agreement), in favor of Kayne Senior Credit II GP, LLC, in its capacity as Security Agent for certain financial institutions (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Senior Lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business of the Assignor symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Senior Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Mezzanine Lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Collateral, to secure the payment, performance and observance of the Mezzanine Obligations (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (i) the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Senior Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Senior Lenders observance of the Senior Obligations, and (ii) the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Mezzanine Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Mezzanine Lenders observance of the Mezzanine Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 22, 2014.

IPSEN, INC., a Delaware corporation, as Assignor

By 
Title President / Secretary

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications Owned by Ipsen, Inc.

MARK	SERIAL NUMBER	STATUS	REGISTRATI ON NUMBER	REGIS. DATE
TITAN	77689564	Registered	3689042	9/29/09
DIGITRIM	77369518	Registered	3484481	8/12/08
TINY TURBO	77369529	Registered	3681966	9/15/09
METALMASTER	77369523	Registered	3574940	2/17/09
SUPERTURBO	77369516	Registered	3681965	9/15/09
METALWARE	77369507	Registered	3484480	8/12/08
ABAR IPSEN	75134026	Registered	2123052	12/23/97
ECOVAC	74359203	Registered	1881386	2/28/95
TURBO TREATER	73517587	Registered	1363202	10/01/85
IVADIZER	73150337	Registered	1107047	11/28/78
COMPUVAC	78962831	Registered	3245013	5/22/07
VFS	78931628	Registered	3242250	5/15/07