TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336096

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cygnus Corporation		02/27/2015	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Swiss Bank: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1595912	CYGNUS

CORRESPONDENCE DATA

Fax Number: 2124920104

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) 373-3104

Email: vmann@paulweiss.com, jrwambuya@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Virgina F. Mann

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019

CH $40.00 1595912

ATTORNEY DOCKET NUMBER:	018600-00013
NAME OF SUBMITTER:	Virginia F Mann
SIGNATURE:	/VIRGINIA F MANN/
DATE SIGNED:	03/24/2015

Total Attachments: 5

source=Trademark Security Agreement - ABL Facility (Cygnus) (EXECUTION VERSION)#page1.tif
source=Trademark Security Agreement - ABL Facility (Cygnus) (EXECUTION VERSION)#page2.tif
source=Trademark Security Agreement - ABL Facility (Cygnus) (EXECUTION VERSION)#page3.tif
source=Trademark Security Agreement - ABL Facility (Cygnus) (EXECUTION VERSION)#page4.tif

source=Trademark Security Agreement - ABL Facility (Cygnus) (EXECUTION VERSION)#page5.tif

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 27, 2015, by CYGNUS CORPORATION ("Grantor"), in favor of UBS AG, STAMFORD BRANCH in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent") (this "Notice").

W I T N E S S E T H:

WHEREAS, by operation of a Supplement dated as of the date hereof (the "Supplement") to an ABL U.S. Security Agreement dated as of May 23, 2013 (the "Security Agreement") in favor of the Collateral Agent, the Grantor is a party to the Security Agreement, pursuant to which the Grantor is required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Supplement and the Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) the Trademarks of the United States of America of such Grantor, including those listed on Schedule I attached hereto, and the goodwill symbolized by or associated with such Trademarks; provided, that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark; and

(b) all Proceeds of the foregoing; provided, however, that the foregoing shall not include any asset that the Grantor now has or at any time in the future may acquire the right, title or interest of which is legally or beneficially owned by a person other than the Grantor.

SECTION 3. Security Agreement. The security interest granted pursuant to this Notice is granted with the security interest granted to the Collateral Agent pursuant to the Supplement and the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and

remedies of the Collateral 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. In the event that any provision of this Notice is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything in this Notice to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Notice and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor, at the sole cost and expense of the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Notice.

SECTION 5. Counterparts. This Notice 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 Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile transmission or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Notice.

SECTION 6. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

TRADEMARK
REEL: 005484 FRAME: 0968

IN WITNESS WHEREOF, the Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CYGNUS CORPORATION

By: _____

Name: Thomas H. King
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest In Trademarks – ABL (Cygnus)]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as
Collateral Agent

By: _____
Name: Craig Pearson
Title: Associate Director
Banking Product Services, US

By: _____
Name:
Title:

[Signature Page to Notice of Grant of Security Interest In Trademarks – ABL (Cygnus)]

Schedule I

Trademarks

App. No.	Reg. No.	Country	Trademark	Owner
73810625	1595912	US	CYGNUS	Cygnus Corporation