

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number Two		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lantheus Holdings, Inc.		06/30/2015	CORPORATION: DELAWARE
Lantheus Medical Imaging, Inc.		06/30/2015	CORPORATION: DELAWARE
Lantheus MI Real Estate, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78374967	QUADRAMET	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F156816		
NAME OF SUBMITTER:	Teresa McNally		
SIGNATURE:	/Teresa McNally/		
DATE SIGNED:	06/30/2015		

OP \$40.00 78374967

Total Attachments: 6

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AMENDMENT NUMBER TWO TO GRANT OF A SECURITY INTEREST – TRADEMARKS

This **AMENDMENT NUMBER TWO TO GRANT OF A SECURITY INTEREST – TRADEMARKS**, dated as of June 30, 2015 (this “Amendment”), is delivered pursuant to that certain Second Amended and Restated Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, including any replacement agreement therefor, the “Guarantee and Collateral Agreement”), made by **LANTHEUS HOLDINGS, INC.**, a Delaware corporation (“Holdings”), **LANTHEUS MEDICAL IMAGING, INC.**, a Delaware corporation (the “Borrower”), the “Guarantors” from time to time party thereto (the “Guarantors”; together with Holdings and the Borrower, each a “Grantor” and individually and collectively, jointly and severally, the “Grantors”), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), as the collateral agent for the benefit of the Agents and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, if any, the “Collateral Agent”), which the Guarantee and Collateral Agreement amended and restated in its entirety that certain Amended and Restated Pledge and Security Agreement, dated as of July 3, 2013 (as amended, restated, amended and restated, supplemented, or otherwise modified prior to the date hereof, the “Amended and Restated Security Agreement”), by the grantors party thereto, in favor of Wells Fargo, as the Collateral Agent, which Amended and Restated Security Agreement amended and restated in its entirety that certain Pledge and Security Agreement, dated as of May 10, 2010 (as amended, restated, amended and restated, supplemented, or otherwise modified prior to the date of the Amended and Restated Security Agreement, the “Original Security Agreement”), by the grantors party thereto, in favor of BMO Harris Bank N.A. (formerly known as Harris N.A.), as the original collateral agent for itself and certain secured parties (in such capacity, together with its successors and assigns, if any, the “Original Collateral Agent”). All initially capitalized terms used herein without definition shall have the meanings ascribed thereto in the Guarantee and Collateral Agreement.

WHEREAS, that certain Grant of a Security Interest – Trademarks, dated as of May 10, 2010 (the “Trademark Security Agreement”), as was previously recorded with the United States Patent and Trademark Office (“USPTO”) on May 13, 2010, at Reel 004205, Frame 0594, was delivered by the grantors party thereto, in favor of Original Collateral Agent, pursuant to the Original Security Agreement, and that certain Amendment Number One to Grant of a Security Interest – Trademarks, dated as of July 3, 2013 (“Amendment Number One to Trademark Security Agreement”; the Trademark Security Agreement, as amended by Amendment Number One to Trademark Security Agreement, the “Amended Trademark Security Agreement”), as was previously recorded with the USPTO on July 3, 2013, at Reel 5064, Frame 0195, was delivered by the grantors party thereto, in favor of Wells Fargo, as the Collateral Agent, pursuant to the Amended and Restated Security Agreement;

WHEREAS, the Original Collateral Agent and the Collateral Agent entered into that certain Assignment of Security Interests in Trademarks, dated as of July 3, 2013, recorded with the USPTO on July 3, 2013, at Reel 5064, Frame 0124, pursuant to which the Original Collateral Agent assigned to the Collateral Agent all of the Original Collateral Agent’s right, title and interest in, to and under the Trademark Security Agreement, including, without limitation, the Collateral Agent’s entire right, title and interest and in and to the Collateral (as such term is defined in the Trademark Security Agreement), as more fully set forth therein;

WHEREAS, the grantors party to the Amended and Restated Security Agreement and the Collateral Agent entered into Amendment Number One to Trademark Security Agreement to amend Schedule A to the Trademark Security Agreement to add certain Trademarks to the Collateral (as defined in the Amended Trademark Security Agreement).

WHEREAS, the Grantors and the Collateral Agent wish to amend the Amended Trademark Security Agreement by amending Schedule A to the Amended Trademark Security Agreement to add certain Trademarks to the Collateral, and have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Amended Trademark Security Agreement as follows:

1. Each Grantor and the Collateral Agent hereby agree that Schedule A to the Trademark Security Agreement is hereby amended by adding the Trademarks listed on Schedule A attached hereto (the "Additional Trademarks"), which Additional Trademarks shall be and become part of the Collateral referred to in the Amended Trademark Security Agreement and Schedule A attached thereto and shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of the Collateral Agent in all of such Grantor's right, title, and interest in, to, and under the Trademarks identified on Schedule A to the Amended Trademark Security Agreement prior to the effectiveness of this Amendment, (b) unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of the Agents and the other Secured Parties, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademarks identified on Schedule A attached hereto, and (c) agrees that the Amended Trademark Security Agreement, as amended hereby, is and shall remain in full force and effect.

3. **THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK (EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK).**

4. **THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, SERVICE OF PROCESS AND VENUE, JUDICIAL REFERENCE, AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 12.10 AND 12.11 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

5. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to

deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

6. This Amendment is a Loan Document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Grantors hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

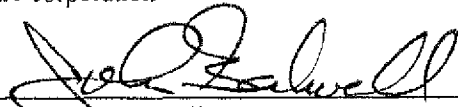
LANTHEUS HOLDINGS, INC.,

a Delaware corporation

LANTHEUS MEDICAL IMAGING, INC.,

a Delaware corporation

By: _____

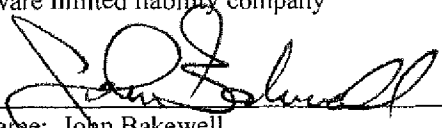

Name: John Bakewell

Title: Chief Financial Officer and Treasurer

LANTHEUS MI REAL ESTATE, LLC,

a Delaware limited liability company

By: _____



Name: John Bakewell

Title: Treasurer

ACCEPTED AND ACKNOWLEDGED TO:

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: SCOTT SANTORO
Title: *Duly Authorized Signatory*

SCHEDULE A

U.S. Trademark Registrations

App. Ser. No.	Mark
78374967	QUADRAMET

WEIL:195384681\157802.0009