

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350462

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignee's name and address previously recorded on Reel 005589 Frame 0784. Assignor(s) hereby confirms the Trademark Security Agreement.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adjuvantz Inc.		07/31/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toronto-Dominion Bank		
<b>Street Address:</b>	100 Wellington Street West, 26th Floor		
<b>Internal Address:</b>	Commercial National Accounts		
<b>City:</b>	Toronto, Ontario M5K 1A2		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3043756	ADJUVANTZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133699		
<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>			
<b>Phone:</b>	3177133500		
<b>Email:</b>	efstrademarks@taftlaw.com		
<b>Correspondent Name:</b>	Amy Wright		
<b>Address Line 1:</b>	One Indiana Square, Suite 3500		
<b>Address Line 2:</b>	Taft Stettinius & Hollister LLP		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46143		
<b>ATTORNEY DOCKET NUMBER:</b>	76546-GN001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Amy Wright		
<b>Address Line 1:</b>	One Indiana Square, Suite 3500		
<b>Address Line 2:</b>	Taft Stettinius & Hollister LLP		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>NAME OF SUBMITTER:</b>	Amy Wright		

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<b>SIGNATURE:</b>	/Amy Wright/
<b>DATE SIGNED:</b>	08/05/2015
<b>Total Attachments: 6</b> source=EXECUTED Adjuvantz Trademark Security Agreement for TDBank (7_31_15)#page1.tif source=EXECUTED Adjuvantz Trademark Security Agreement for TDBank (7_31_15)#page2.tif source=EXECUTED Adjuvantz Trademark Security Agreement for TDBank (7_31_15)#page3.tif source=EXECUTED Adjuvantz Trademark Security Agreement for TDBank (7_31_15)#page4.tif source=Notice#page1.tif source=CoverSheet#page1.tif	

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349976

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adjuvantz Inc.		07/31/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TD Canada Trust		
<b>Street Address:</b>	55 King Street West		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3043756	ADJUVANTZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133699		
<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>			
<b>Phone:</b>	317.713.3500		
<b>Email:</b>	MHubbard@taftlaw.com		
<b>Correspondent Name:</b>	Michelle Hubbard		
<b>Address Line 1:</b>	One Indiana Square, Suite 3500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>NAME OF SUBMITTER:</b>	Michelle Hubbard		
<b>SIGNATURE:</b>	/s/Michelle Hubbard		
<b>DATE SIGNED:</b>	07/31/2015		
<b>Total Attachments: 4</b>			
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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2015, by ADJUVANTZ INC., an Ontario corporation ("Grantor"), in favor of The Toronto-Dominion Bank ("Lender").

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

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Trademark Collateral;

WHEREAS, GMD Distribution Inc. ("Borrower") and Lender are parties to that certain Credit Agreement, dated as of March 24, 2015 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, including pursuant to the First Amending Agreement, dated as of the date hereof, the "Credit Agreement") pursuant to which, among other things, Lender makes certain loans and other financial accommodations to Borrower.

WHEREAS, (a) Borrower entered into a Security Agreement, dated as of March 24, 2015, in favor of Lender (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); (b) the Grantor has executed, as of the date hereof, a Supplement No. 1 to Security Agreement (the "Supplement") pursuant to which Grantor granted a security interest in favor of Lender in the Trademark Collateral (defined below); and (c) pursuant to the terms of the Security Agreement, as supplemented by the Supplement, Grantor has executed this Trademark Security Agreement in order to confirm the grant of security interest in favor of Lender in the Trademark Collateral.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the obligations for the benefit of Lender and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing security interest in all of Grantor's rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all Trademarks owned by Grantor referred to on Schedule I hereto (each a "Trademark");
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

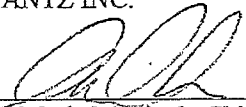
Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement.

4. SECURITY AGREEMENT. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

*[Signature page follows]*

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


ADJUVANTZ INC.


By:   
Anne-Marie Martinak, Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

THE TORONTO-DOMINION BANK

By:

  
**Katharine Kim**  
Manager Commercial Credit  
National Accounts

  
**Andrew MacLellan**  
Director  
National Accounts

**SCHEDULE I**

to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Adjuvantz	76600959	July 7, 2004	3043756	January 17, 2006