

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356267

<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>
AMAG Pharmaceuticals, Inc.		08/17/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Collateral Agent: NEW YORK		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3998406	A	
<b>Registration Number:</b>	3932595	A	
<b>Registration Number:</b>	3949095	AMAG PHARMACEUTICALS	
<b>Registration Number:</b>	4002635	AMAG PHARMACEUTICALS	
<b>Registration Number:</b>	3706009	FERAHEME	
<b>Registration Number:</b>	4509702	FERAHEME FERUMOXYTOL INJECTION	
<b>Registration Number:</b>	2051253	FERIDEX I.V.	
<b>Registration Number:</b>	4477864	IRON MATTERS	
<b>Registration Number:</b>	4480662	IRON MATTERS FE	
<b>Registration Number:</b>	2080060	COMBIDEX	
<b>Serial Number:</b>	86035599	A	
<b>Serial Number:</b>	86138446	AMAG 2018 GROWING BUILDING TOGETHER	
<b>Serial Number:</b>	86702064	AMAG ASSIST	
<b>Serial Number:</b>	86035596	AMAG PHARMACEUTICALS	
<b>Serial Number:</b>	86538701	MY ADHERENCE PROGRAM	
<b>Serial Number:</b>	86538707	MY ADHERENCE PROGRAM BY LUMARA HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149695100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$415.00 3998406

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2149694804  
**Email:** aaaugustine@jonesday.com  
**Correspondent Name:** Jones Day  
**Address Line 1:** 2727 North Harwood Street  
**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	TBA-LUMARA (AMAG)
<b>NAME OF SUBMITTER:</b>	David L. Odom
<b>SIGNATURE:</b>	/David L. Odom/
<b>DATE SIGNED:</b>	09/25/2015

**Total Attachments: 10**

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**Grant of Security Interest  
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AMAG Pharmaceuticals, Inc., a Delaware corporation (the “Grantor”), having its chief executive office at 1100 Winter Street, Waltham, Massachusetts 02451, hereby grants to JEFFERIES FINANCE LLC, as Collateral Agent (the “Grantee”), with offices at 520 Madison Avenue, New York, New York 10022, a security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent and Trademark Collateral”), whether presently existing or hereafter arising or acquired which, includes the Grantor’s rights to:

(i) all United States patents and patent applications, including, without limitation the patents and patent applications referred to in Schedule A hereto, and, with respect to any and all of the foregoing: (i) all reissues, reexaminations, divisions, continuations, continuations-in-part, revisions, renewals or extensions thereof; (ii) all claims for, and rights to sue for, past, present or future infringements and other violations thereof; (iii) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements or other violations thereof; and (iv) all other rights corresponding thereto throughout the world; and

(ii) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names, trademark rights arising out of domain names and trade dress which are or have been used in the United States, in any state, province or territory or possession thereof, or in any other place, nation or jurisdiction, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable Law, in each case whether registered or unregistered, and with respect to any and all of the foregoing: (i) the goodwill of the business symbolized thereby or associated therewith; (ii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and including, without limitation, the registrations and applications referred to in Schedule (B) hereto; (iii) all extensions and renewals thereof; (iv) all claims for, and rights to sue for, past, present or future infringements, dilutions, and other violations thereof; (v) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements, dilutions, or other violations thereof; and (vi) all other rights corresponding thereto throughout the world;

provided, however, that the Patent and Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States application for a Trademark registration, for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed with the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of August 17, 2015, as amended, restated, supplemented or otherwise modified from time to time (the

“Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Patent and Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.


The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Grant of Security Interest in United States Patents and Trademarks.

This Grant of Security Interest in United States Patents and Trademarks shall be governed by, and construed in accordance with the laws of the State of New York.

This Grant of Security Interest in United States Patents and Trademarks may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in United States Patents and Trademarks as of the day and year first above written.

AMAG PHARMACEUTICALS, INC.  
as Grantor


By:   
Name: Frank E. Thomas  
Title: President and Chief Operating Officer

[Signature Page to Grant of Security Interest in United States Patents and Trademarks]

**TRADEMARK**  
**REEL: 005630 FRAME: 0339**

Agreed and Accepted:

JEFFERIES FINANCE LLC,  
as Collateral Agent and Grantee

By:   
Name: Paul McDonnell  
Title: Managing Director

[Signature Page to Grant of Security Interest in United States Patents and Trademarks]

**TRADEMARK**  
**REEL: 005630 FRAME: 0340**

**SCHEDULE A to Patent and Trademark Security Agreement**

**PATENTS AND PATENT APPLICATIONS**

<u>Patent Holder</u>	<u>Issue Title</u>	<u>Date</u>	<u>Status</u>	<u>Serial No. or Patent No.</u>	<u>Country</u>
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Austria
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Belgium
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Cyprus, Republic of
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Denmark
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Finland
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	France
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Germany
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Greece
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Ireland
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Italy
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	8/17/2012	Granted	1169062	Japan
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Liechtenstein
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Luxembourg
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Monaco
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Netherlands
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Portugal
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Spain
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Sweden
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	Switzerland
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	10/21/2009	Granted	1169062	United Kingdom
AMAG Pharmaceuticals, Inc.	HEAT STABLE COLLOIDAL IRON OXIDES COATED WITH REDUCED CARBOHYDRATES AND CARBOHYDRATES DERIVATIVEES	7/29/2003	Granted	6599498	United States of America
AMAG Pharmaceuticals, Inc.	HEAT STABLE COLLOIDAL IRON OXIDES COATED WITH REDUCED CARBOHYDRATES AND USES THEREOF	6/30/2009	Granted	7553479	United States of America
AMAG	POLYOL AND POLYETHER	1/18/2011	Granted	7871597	United States of

Pharmaceuticals, Inc.	IRON OXIDE COMPLEXES AS PHARMACOLOGICAL AND/OR MRI CONTRAST AGENTS				America
AMAG Pharmaceuticals, Inc.	POLYOL AND POLYETHER IRON OXIDE COMPLEXES AS PHARMACOLOGICAL AND/OR MRI CONTRAST AGENTS	8/6/2013	Granted	8501158	United States of America
AMAG Pharmaceuticals, Inc.	POLYOL AND POLYETHER IRON OXIDE COMPLEXES AS PHARMACOLOGICAL AND/OR MRI CONTRAST AGENTS	11/26/2013	Granted	8591864	United States of America
AMAG Pharmaceuticals, Inc.	POLYOL AND POLYETHER IRON OXIDE COMPLEXES AS PHARMACOLOGICAL AND/OR MRI CONTRAST AGENTS	1/6/2015	Granted	8926947	United States of America
AMAG Pharmaceuticals, Inc.	SYNTHESIS OF POLYACCHARIDE COVERED SUPERPARAMAGNETIC OXIDE COLLOIDS	7/17/2002	Granted	0713602	European Patent Convention
AMAG Pharmaceuticals, Inc.	SYNTHESIS OF POLYACCHARIDE COVERED SUPERPARAMAGNETIC OXIDE COLLOIDS	7/17/2002	Granted	0713602	France
AMAG Pharmaceuticals, Inc.	SYNTHESIS OF POLYACCHARIDE COVERED SUPERPARAMAGNETIC OXIDE COLLOIDS	7/17/2002	Granted	0713602	Germany
AMAG Pharmaceuticals, Inc.	SYNTHESIS OF POLYACCHARIDE COVERED SUPERPARAMAGNETIC OXIDE COLLOIDS	7/17/2002	Granted	0713602	Italy
AMAG Pharmaceuticals, Inc.	SYNTHESIS OF POLYACCHARIDE COVERED SUPERPARAMAGNETIC OXIDE COLLOIDS	7/17/2002	Granted	0713602	United Kingdom
AMAG Pharmaceuticals, Inc.	DIRECTED DELIVERY OF RADIOPROTECTANTS USING A RECEPTOR SPECIFIC CARRIER	2/13/1996	Granted	5490991	United States of America
AMAG Pharmaceuticals, Inc.	ENDOTOXIN-FREE POLYSACCHARIDES	12/31/1996	Granted	5589591	United States of America
AMAG Pharmaceuticals, Inc.	POLYMERIC CARRIERS LINKED TO NUCLEOTIDE ANALOGUES VIA A PHOPHORMIDE BOND	11/9/1999	Granted	5981507	United States of America
AMAG Pharmaceuticals, Inc.	HEPATOCYTE-SPECIFIC RECEPTOR MEDIATED ENDOCYTOSIS-TYPE COMPOSITIONS CONTRAST AGENTS	10/21/1997	Granted	5679323	United States of America
AMAG Pharmaceuticals, Inc.	VASCULAR MAGNETIC IMAGING METHOD AND AGENT COMPRISING BIODEGRADABLE SUPERPARAMAGNETIC METAL OXIDES	10/08/1991	Granted	5055288	United States of America
AMAG Pharmaceuticals, Inc.	BIODEGRADABLE SUPERPARAMAGNETIC METAL	08/28/1990	Granted	4951675	United States of America



AMAG Pharmaceuticals, Inc.	OXIDES AS CONTRAST AGENTS FOR MR IMAGING SILANIZED BIODEGRADABLE SUPERPARAMAGNETIC METAL OXIDES AS CONTRAST AGENTS FOR IMAGING THE GASTROINTESTINAL TRACT	12/03/1991	Granted	5069216	United States of America
AMAG Pharmaceuticals, Inc.	LOW MOLECULAR WEIGHT CARBOHYDRATES AS ADDITIVES TO STABILIZE METAL OXIDE COMPOSITIONS	04/07/1992	Granted	5102652	United States of America
AMAG Pharmaceuticals, Inc.	FILTER STERILIZATION FOR PRODUCTION OF COLLOIDAL, SUPERPARAMAGNETIC MR CONTRAST AGENTS	11/03/1992	Granted	5160726	United States of America
AMAG Pharmaceuticals, Inc.	SYNTHESIS OF POLYSACCHARIDE COVERED SUPERPARAMAGNETIC OXIDE COLLOIDS	11/16/1993	Granted	5262176	United States of America
AMAG Pharmaceuticals, Inc.	LOW MOLECULAR WEIGHT CARBOHYDRATES AS ADDITIVES TO STABILIZE METAL OXIDE COMPOSITIONS	09/28/1993	Granted	5248492	United States of America
AMAG Pharmaceuticals, Inc.	HYDRATED BIODEGRADABLE SUPERPARAMAGNETIC METAL OXIDES	06/15/1993	Granted	5219554	United States of America
AMAG Pharmaceuticals, Inc.	ASIALOGLYCOPROTEIN RECEPTOR SPECIFIC COMPOSTIONS AND THEIR USE AS MRI CONTRAST	10/04/1994	Granted	5352432	United States of America
AMAG Pharmaceuticals, Inc.	RECEPTOR MEDIATED ENDOCYTOSIS TYPE MAGNETIC RESONANCE IMAGING CONTRAST AGENTS	08/30/1994	Granted	5342607	United States of America
AMAG Pharmaceuticals, Inc.	TARGETING OF THERAPEUTIC AGENTS USING POLYSACCHARIDES	08/09/1994	Granted	5336506	United States of America
AMAG Pharmaceuticals, Inc.	VASCULAR MAGNETIC RESONANCE IMAGING METHOD COMPRISING NANOPARTICLES	05/24/1994	Granted	5314679	United States of America
AMAG Pharmaceuticals, Inc.	DELIVERY OF THERAPEUTIC AGENTS TO RECEPTORS USING POLYSACCHARIDES	09/10/1996	Granted	5554386	United States of America
AMAG Pharmaceuticals, Inc.	ARABINOGALACTAN DERIVATIVES AND USES THEREOF	12/26/1995	Granted	5478576	United States of America
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	3/8/2000	Opposed	00914867.7	European Patent Convention
AMAG Pharmaceuticals, Inc.	HEAT STABLE COATED COLLOIDAL IRON OXIDES	3/8/2000	Pending	04078335.9	European Patent Convention
AMAG Pharmaceuticals, Inc.	POLYOL AND POLYETHER IRON OXIDE COMPLEXES AS PHARMACOLOGICAL AND/OR MRI CONTRAST AGENTS	7/9/2013	Non-final Action Mailed	13/937923	United States of America

AMAG Pharmaceuticals, Inc.	MACROPHAGE-ENHANCED MRI (MEMRI) IN A SINGLE IMAGING SESSION	8/3/2011	Published	13/197153	United States of America
AMAG Pharmaceuticals, Inc.	MACROPHAGE-ENHANCED MRI (MEMRI)	06/25/2008	Published	12/145565	United States of America

**SCHEDULE B to Patent and Trademark Security Agreement**

**TRADEMARKS**

<u>Title</u>	<u>Date</u>	<u>Registration No.</u>	<u>Country</u>
A Design	7/19/2011	3,998,406	United States of America
A Design	3/15/2011	3,932,595	United States of America
AMAG PHARMACEUTICALS	4/19/2011	3,949,095	United States of America
AMAG PHARMACEUTICALS	7/26/2011	4,002,635	United States of America
FERAHEME	11/3/2009	3,706,009	United States of America
FERAHEME FERUMOXYTOL INJECTION	4/8/2014	4,509,702	United States of America
FERIDEX I.V.	4/8/1997	2,051,253	United States of America
IRON MATTERS	2/4/2014	4,477,864	United States of America
IRON MATTERS FE	2/11/2014	4,480,662	United States of America
COMBIDEX	8/20/1997	1080152	China (People's Republic)
COMBIDEX	9/8/1997	IDM000067861	Indonesia
COMBIDEX	10/9/1997	4067522	Japan
COMBIDEX	7/15/1997	2,080,060	United States of America
COMBIDEX	3/13/1998	4124269	Japan
FERAHEME	12/12/2011	131637	United Arab Emirates
FERAHEME	8/18/2009	1013917	Armenia
FERAHEME	5/28/2010	2371609	Argentina
FERAHEME	8/18/2009	1325788	Australia
FERAHEME	8/18/2009	1013917	Azerbaijan
FERAHEME	8/18/2009	1013917	Bulgaria
FERAHEME	8/18/2009	1013917	Bahrain
FERAHEME	4/5/2011	830155201	Brazil
FERAHEME	8/18/2009	1013917	Botswana
FERAHEME	1/18/2013	TMA840656	Canada
FERAHEME	5/15/2009	586630	Switzerland
FERAHEME	8/14/2010	71226217	China
FERAHEME	4/17/2011	235202	Egypt
FERAHEME	6/9/2009	7480916	European Union
FERAHEME	8/18/2009	1013917	Georgia
FERAHEME	10/15/2012	1013917	Ghana
FERAHEME	1/21/2010	301409805	Hong Kong
FERAHEME	12/5/2010	223049	Israel
FERAHEME	2/14/2011	1766038	India
FERAHEME	10/15/2012	1013917	International Registration – Madrid Agreement / Protocol
FERAHEME	8/18/2009	1013917	Iran
FERAHEME	12/22/2010	110492	Jordan
FERAHEME	8/18/2009	1013917	Japan
FERAHEME	8/18/2009	1013917	Kenya
FERAHEME	8/18/2009	1013917	Kyrgyz Republic
FERAHEME	8/18/2009	1013917	Korea
FERAHEME	10/3/2011	87321	Kuwait
FERAHEME	10/27/2009	124699	Lebanon
FERAHEME	8/18/2009	1013917	Lesotho
FERAHEME	8/18/2009	1013917	Madagascar
FERAHEME	8/18/2009	1013917	Morocco
FERAHEME	8/18/2009	1013917	Moldova
FERAHEME	2/11/2009	1083624	Mexico
FERAHEME	8/18/2009	1013917	Mozambique

FERAHEME	8/18/2009	1013917	Namibia
FERAHEME	8/18/2009	1013917	Oman
FERAHEME	8/18/2009	1013917	Russia
FERAHEME	10/19/2010	1201/36	Saudi Arabia
FERAHEME	8/18/2009	1013917	Sierra Leona
FERAHEME	8/18/2009	1013917	Syria
FERAHEME	8/18/2009	1013917	Swaziland
FERAHEME	8/18/2009	1013917	Turkmenistan
FERAHEME	8/18/2009	1013917	Turkey
FERAHEME	5/1/2010	1407366	Taiwan
FERAHEME	8/18/2009	1013917	Uzbekistan
FERAHEME	10/23/2010	49234	Yemen
FERAHEME	4/8/2011	2009/15976	South Africa
FERAHEME	8/18/2009	1013917	Zambia
FERIDEX	6/29/1994	2678804	Japan
FERIDEX	8/15/1997	4044105	Japan
FERIDEX I.V.	7/15/1998	808587	Taiwan

**TRADEMARK APPLICATIONS**

<u>Title</u>	<u>Date</u>	<u>Application No.</u>	<u>Country</u>
A logo	8/12/2013	86/035,599	United States
AMAG 2018 GROWING BUILDING TOGETHER	12/9/2013	86/138,446	United States
AMAG ASSIST (Stylized)	7/23/2015	86/702064	United States
AMAG PHARMACEUTICALS	8/12/2013	86/035,596	United States
FERAHEME	8/15/2013	13078152	China
FERAHEME	8/29/2010	20926	Libya
FERAHEME	9/24/2009	272642	Pakistan
MY ADHERENCE PROGRAM	2/18/2015	86/538701	United States
MY ADHERENCE PROGRAM BY LUMARA HEALTH (Stylized)	2/18/2015	86/538707	United States