

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arbor Pharmaceuticals, LLC		11/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Healthcare Financial Solutions, LLC		
Street Address:	2 Bethesda Metro Center Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814-5318		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4740064	EVEKEO	
Registration Number:	3735333	SKLICE	
Registration Number:	4728651	SOTYLIZE	
Serial Number:	86721318	ARBOR E-Z RX	
Serial Number:	86607627	CETYLEV	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<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:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09642.015039 ARBOR		
NAME OF SUBMITTER:	Karen Osborne		
SIGNATURE:	//Karen Osborne//		
DATE SIGNED:	11/11/2015		

CH \$140.00 4740064

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2015, is made by Arbor Pharmaceuticals, LLC, a Delaware limited liability company (the “Grantor”), in favor of Healthcare Financial Solutions, LLC¹, a Delaware limited liability company (as successor-in-interest to General Electric Capital Corporation), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS pursuant to the Credit Agreement, dated as of February 22, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and the Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of February 22, 2013, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to grant a first priority lien in the all of its assets to secure the Obligations (as defined in the Credit Agreement) and to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the Trademark Collateral):

¹ Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

ARBOR PHARMACEUTICALS, LLC
as Grantor

By: EO Schutter
Name: Edward J. Schutter
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005666 FRAME: 0388

IN WITNESS WHEREOF, the 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.

ARBOR PHARMACEUTICALS, LLC
as Grantor

By: _____
Name: Edward J. Schutter
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Agent

By:  _____
Name: *D. Kate*
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

See attached.

Arbor Intellectual Property - Trademarks

Arbor owns the following trademark rights:

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Registrant</u>
EVEKEO	4740064	May 19, 2015	Arbor Pharmaceuticals, LLC
SKLICE [†]	3735333	January 5, 2010	Topaz Pharmaceuticals LLC
SOTYLIZE	4728651	April 28, 2015	Arbor Pharmaceuticals, LLC

[†] Subject to closing transaction with Sanofi-Topaz

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Applicant</u>
ARBOR E-Z RX	86721318	August 11, 2015	Arbor Pharmaceuticals, LLC
CETYLEV	86607627	April 23, 2015	Arbor Pharmaceuticals, LLC