

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364498

| | | | |
|-----------------------------------|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Addivant USA, LLC | | 12/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cerberus Business Finance, LLC, as agent | | |
| Street Address: | 875 Third Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 28 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2617338 | ALKANOX | |
| Registration Number: | 0779288 | AMINOX | |
| Registration Number: | 3257388 | ANOX | |
| Registration Number: | 0283324 | BLE | |
| Registration Number: | 2069836 | DURAZONE | |
| Registration Number: | 0798999 | FLEXAMINE | |
| Registration Number: | 0688940 | FLEXZONE | |
| Registration Number: | 0289955 | HEPTEEN BASE | |
| Registration Number: | 1428905 | LOWINOX | |
| Registration Number: | 2055380 | MONEX | |
| Registration Number: | 0822207 | NAUGARD | |
| Registration Number: | 0688941 | NAUGAWHITE | |
| Registration Number: | 1395444 | NAUGEX | |
| Registration Number: | 2630963 | NDB | |
| Registration Number: | 0779286 | OCTAMINE | |
| Registration Number: | 2373004 | OPEX | |
| Registration Number: | 2055379 | OXAF | |
| Registration Number: | 1201658 | POLYBOND | |
| Registration Number: | 2916321 | POLYWET | |
| TRADEMARK | | | |

CH \$715.00 2617338

| Property Type | Number | Word Mark |
|----------------------|----------|--------------|
| Registration Number: | 0869572 | ROYALAC |
| Registration Number: | 1558675 | ROYALTUF |
| Registration Number: | 1671531 | SUNPROOF |
| Registration Number: | 0285004 | TRIMENE BASE |
| Registration Number: | 1417977 | ULTRANOX |
| Registration Number: | 2702620 | WESTON |
| Serial Number: | 85758801 | ADDIVANT |
| Serial Number: | 86227144 | ADDIVANT |
| Serial Number: | 86195536 | LOWILITE |

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

| | |
|--------------------------------|----------------------------|
| ATTORNEY DOCKET NUMBER: | 014951-1593 |
| NAME OF SUBMITTER: | Scott Kareff (014951-1593) |
| SIGNATURE: | /kc for sk/ |
| DATE SIGNED: | 12/03/2015 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of December, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **CERBERUS BUSINESS FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 3, 2015 (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), by and among **ADDIVANT USA, LLC**, a Delaware limited liability company ("Addivant US" or "Borrower"), **ADDIVANT USA HOLDINGS CORP.**, a Delaware corporation ("US Holdings"), **SK BLUE EUROPEAN HOLDINGS, LLC**, a Delaware limited liability company ("SK Blue Holdings"), **ADDIVANT USA FINANCE, LLC**, a Delaware limited liability company ("Addivant Finance"), **ADDIVANT MEXICO HOLDINGS, LLC**, a Delaware limited liability company ("Mexico Holdings"), **ADDIVANT BELGIUM HOLDINGS, LLC**, a Delaware limited liability company ("Belgium Holdings"; together with US Holdings, SK Blue Holdings, Addivant Finance, Mexico Holdings, each, "US Guarantor" and collectively, the "US Guarantors") **SK BLUE HOLDINGS, L.P.**, an exempted limited partnership formed in the Cayman Islands ("Parent"), acting by its general partner, SK Blue Holdings, Ltd., an exempted company with limited liability incorporated in the Cayman Islands, **SK BLUE EUROPEAN HOLDINGS, LTD.**, an exempted company with limited liability incorporated in the Cayman Islands ("European Holdings"; together with Parent, each, a "Foreign Guarantor" and collectively, the "Foreign Guarantors"; and together with US Guarantors and those additional entities that hereafter become parties thereto by executing the form of Joinder attached to the Guaranty and Security Agreement as Annex 1, each, a "Guarantor" and collectively, the "Guarantors"), Agent and the lenders from time to time party thereto (the "Lenders"), the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of December 3, 2015 (including all annexes, exhibits or schedules thereto, as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set

forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

I. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

A. all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

B. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

C. all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License, except to the extent that such Intellectual Property License constitutes Excluded Property. Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any Excluded Property.

II. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

III. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

IV. WORKING CAPITAL INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, (i) the Security Interest granted to the Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the First Lien Claimholders (as defined in the Working Capital Intercreditor Agreement), including liens and security interests granted to Working Capital Agent pursuant to or in connection with the Working Capital Loan Agreement, but only to the extent provided in the Working Capital Intercreditor Agreement, and (ii) the exercise of any right or remedy by the Agent or any other secured party hereunder is subject to the limitations and provisions of the Working Capital Intercreditor Agreement. In the event of any conflict between the terms of the Working Capital Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Working Capital Intercreditor Agreement shall govern.

V. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

VI. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

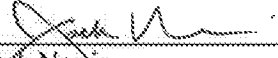
VII. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ADDIVANT USA, LLC

By: 
Name: Jack Norris
Title: Managing Director

[Signatures Continued on Following Page]

[Signature Page to Trademark Security Agreement – Addivant USA]

[Signatures Continued from Previous Page]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CERBERUS BUSINESS FINANCE, LLC

By: _____

Name: Kevin Genda

Title: Vice Chairman

[Signature Page to Trademark Security Agreement - Addivam USA]

TRADEMARK
REEL: 005681 FRAME: 0323

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| OWNER | COUNTRY | REGISTRATION NUMBER | DESCRIPTION |
|-------------------|----------------|----------------------------|----------------------------|
| Addivant USA, LLC | United States | 2617338 | ALKANOX |
| Addivant USA, LLC | United States | 0779288 | AMINOX |
| Addivant USA, LLC | United States | 3257388 | ANOX |
| Addivant USA, LLC | United States | 0283324 | BLE |
| Addivant USA, LLC | United States | 2069836 | DURAZONE |
| Addivant USA, LLC | United States | 798999 | FLEXAMINE |
| Addivant USA, LLC | United States | 0688940 | FLEXZONE |
| Addivant USA, LLC | United States | 289955 | HEPTEEN BASE (Stylized) |
| Addivant USA, LLC | United States | 1428905 | LOWINOX |
| Addivant USA, LLC | United States | 2055380 | MONEX |
| Addivant USA, LLC | United States | 822207 | NAUGARD |
| Addivant USA, LLC | United States | 0688941 | NAUGAWHITE |
| Addivant USA, LLC | United States | 1395444 | NAUGEX |
| Addivant USA, LLC | United States | 2630963 | NDB |
| Addivant USA, LLC | United States | 779286 | OCTAMINE |
| Addivant USA, LLC | United States | 2373004 | OPEX |
| Addivant USA, LLC | United States | 2055379 | OXAF |
| Addivant USA, LLC | United States | 1201658 | POLYBOND |
| Addivant USA, LLC | United States | 2916321 | POLYWET |
| Addivant USA, LLC | United States | 0869572 | ROYALAC |
| Addivant USA, LLC | United States | 1558675 | ROYALTUF |
| Addivant USA, LLC | United States | 1671531 | SUNPROOF |
| Addivant USA, LLC | United States | 0285004 | TRIMENE BASE |
| Addivant USA, LLC | United States | 1417977 | ULTRANOX |

| <u>OWNER</u> | <u>COUNTRY</u> | <u>REGISTRATION NUMBER</u> | <u>DESCRIPTION</u> |
|-------------------|----------------|----------------------------|--------------------|
| Addivant USA, LLC | United States | 2702620 | WESTON |

Trademark Applications

| <u>OWNER</u> | <u>COUNTRY</u> | <u>APPLICATION NUMBER</u> | <u>DESCRIPTION</u> |
|-------------------|----------------|---------------------------|--------------------|
| Addivant USA, LLC | United States | 85758801 | ADDIVANT |
| Addivant USA, LLC | United States | 86227144 | ADDIVANT LOGO |
| Addivant USA, LLC | United States | 86195536 | LOWILITE |

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.