

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367783

<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>
SEBELA INTERNATIONAL LIMITED, as Grantor		12/31/2015	Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HEALTHCARE FINANCIAL SOLUTIONS, LLC (successor-in-interest to General Electric Capital Corporation) as Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2049745	HELIDAC	
<b>Registration Number:</b>	0732654	IMURAN	
<b>Registration Number:</b>	1421681		
<b>Registration Number:</b>	4195700	LOTRONEX CONNEX	
<b>Registration Number:</b>	2238126	LOTRONEX	
<b>Registration Number:</b>	2823218	RIDAURA	
<b>Registration Number:</b>	1382960	RIDAURA	
<b>Serial Number:</b>	72180834	ZYLOPRIM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>	404-572-3431		
<b>Email:</b>	cfraser@kslaw.com		
<b>Correspondent Name:</b>	Carol Fraser, Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3521		
<b>ATTORNEY DOCKET NUMBER:</b>	SEBELA - 24046-015073		

CH \$215.00 2049745

<b>NAME OF SUBMITTER:</b>	Carol Fraser
<b>SIGNATURE:</b>	//Carol Fraser//
<b>DATE SIGNED:</b>	01/04/2016
<b>Total Attachments: 5</b> source=HFS-Sebela trademark security agreement#page1.tif source=HFS-Sebela trademark security agreement#page2.tif source=HFS-Sebela trademark security agreement#page3.tif source=HFS-Sebela trademark security agreement#page4.tif source=HFS-Sebela trademark security agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2015 is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Healthcare Financial Solutions, LLC<sup>1</sup> (as successor-in-interest to General Electric Capital Corporation) (“HFS”), 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 that certain Amended and Restated Credit Agreement, dated as of August 14, 2014 (as amended by that certain Amendment No. 1 to Amended and Restated Credit Agreement, dated as of October 8, 2014; that certain Amendment No. 2 to Amended and Restated Credit Agreement and Amendment No. 1 to Guaranty and Security Agreement, dated as of December 31, 2014; that certain Amendment No. 3 to Amended and Restated Credit Agreement, dated as of April 6, 2015; that certain Amendment No. 4 to Amended and Restated Credit Agreement and Amendment No. 2 to Guaranty and Security Agreement, dated as of August 7, 2015, that certain Consent Letter dated as of November 17, 2015 and as further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement dated as of August 14, 2014 in favor of Agent (as amended by that certain Amendment No. 2 to Amended and Restated Credit Agreement and Amendment No. 1 to Guaranty and Security Agreement, that certain Amendment No. 4 to Amended and Restated Credit Agreement and Amendment No. 2 to Guaranty and Security Agreement, dated as of August 7, 2015, and as such as such agreement may be further amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement and, pursuant to Section 5.7 thereof, each Grantor is required to execute and deliver a Trademark Security Agreement with respect to Trademarks acquired after the Closing Date;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to continue to make their respective extensions of credit to the Borrowers under the Credit Agreement, each 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. Each 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 such Grantor, hereby mortgages, pledges and

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<sup>1</sup> 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.

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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Licenses providing for the grant by or to such 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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 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, each 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.

SIGNED AND DELIVERED as a Deed  
for and on behalf of SEBELA INTERNATIONAL LIMITED  
by its lawfully appointed attorney

KEVIN INSLEY

  
(Signature of Attorney)  
SEBELA INTERNATIONAL LIMITED  
BY ITS ATTORNEY

in the presence of:-

  
(Witness' Signature)

WENDY ALBOUY  
(Witness' Name)


#11 FOX LAKE, Camp Hill, Southampton, Bermuda SDDX  
(Witness' Address)

Executive Assistant  
(Witness' Occupation)

ACCEPTED AND AGREED  
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC  
as Agent

By:

  
Name: Alaina Powers  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005701 FRAME: 0056

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
HELIDAC Word Mark	74676017	2049745
IMURAN Word Mark	72125196	0732654
IMURAN Design Mark	73592715	1421681
LOTRONEX CONNEX Word & Design	85337635	4195700
LOTRONEX Word Mark	75294530	2238126
RIDAURA Word Mark	78187397	2823218
RIDAURA Word & Design	73474382	1382960
ZYLOPRIM Word Mark	72180834	0773095