## 900353740 02/10/2016

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM372723

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900350482

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
United Biologics, LLC		12/07/2015	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Triangle Capital Corporation		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	CORPORATION: MARYLAND		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4221343	UNITED ALLERGY SERVICES	
Registration Number:	4717303	MYALLERGYPAL	

### **CORRESPONDENCE DATA**

**Fax Number:** 9198216800

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:** 919-838-2034

**Email:** pkarmire@smithlaw.com

**Correspondent Name:** Perky L. Karmire/Smith Anderson

Address Line 1: 150 Fayetteville Street

Address Line 2: Suite 2300

Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	11874.21
NAME OF SUBMITTER:	Perky L. Karmire
SIGNATURE:	/Perky L. Karmire/
DATE SIGNED:	02/10/2016
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**Total Attachments: 4** 

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of December 7, 2015, by and between UNITED BIOLOGICS, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), having its chief executive office at 100 NE Loop 410, Suite 200, San Antonio, Texas 78216, and TRIANGLE CAPITAL CORPORATION, a Maryland corporation, as collateral agent (in such capacity, the "<u>Secured Party</u>"), for the ratable benefit of itself and the other Holders from time to time party to the Securities Purchase Agreement dated as of March 5, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Purchase Agreement</u>") by and among United Biologics Holdings, LLC, Grantor, the Holders from time to time party thereto and the Secured Party.

This Agreement is executed pursuant to the terms of (a) the Purchase Agreement and (b) the Guarantee, Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee, Pledge and Security Agreement") executed by the Grantor (and the other Grantors named therein) in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Guarantee, Pledge and Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following Collateral, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on <u>Schedule A</u>;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
  - (iii) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guarantee, Pledge and 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 Guarantee, Pledge and Security Agreement, the provisions of the Guarantee, Pledge and Security Agreement shall govern. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to conflict of laws principles thereof.

[Signature page follows]

TRADEMARK
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

## UNITED BIOLOGICS, LLC

By: \_\_\_\_\_\_\_ Name: Ilax wk: Ilail Title: \_\_\_\_\_\_

## **ACKNOWLEDGMENT**

STATE OF FEXAL

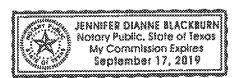
This agreement was acknowledged before me on December 1, 2015 by Normas Thill.

of United Biologics, LLC, a Delaware limited liability company, on behalf of said company.

Stanifer Lianne D

Printed Name of Notary

My Commission Expires: <u>29/17/2019</u>



Agreed and Accepted as of the date first above written.

TRIANGLE CAPITAL CORPORATION

as Secured Party

Name: Corbin A. Graves

Title: Vice President

# Schedule A to Trademark Security Agreement

## **TRADEMARKS**

Mark	Registration Number	Registration Date	Country
UNITED ALLERGY SERVICES	4221343	10-09-2012	U.S.
MYALLERGYPAL	4717303	04-07-2015	U.S.

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**RECORDED: 01/14/2016**