

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383018

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900361748		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PIRAMAL CRITICAL CARE, INC.		04/08/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC BANK USA, NATIONAL ASSOCIATION		
<b>Street Address:</b>	452 FIFTH AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3436626	SOJOURN	
<b>Registration Number:</b>	3613221	PETREM	
<b>Serial Number:</b>	86836954	TERRELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
	<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Brandon Parker		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F162609		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	05/04/2016		
<b>Total Attachments: 5</b>			

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source=Executed - Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 8, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **HSBC BANK USA, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”).

**WHEREAS**, reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the “**Credit Agreement**”), by and among (a) Piramal Critical Care, Inc., as Borrower, (b) the Lenders party thereto and (c) the Agent; and

**WHEREAS**, pursuant to the Credit Agreement, the Grantors granted a security interest to the Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined or stated herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

(i) the United States trademark registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any assets excluded from the Collateral pursuant to the last paragraph of the definition of “Collateral” in the Credit Agreement (“**Excluded Assets**”). Each Grantor hereby represents and warrants that Schedule A does not contain any Excluded Assets.

**SECTION 3. Credit Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Lenders pursuant to the Credit Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

**SECTION 4. Termination**

Upon the satisfaction in full in cash of all Obligations and the termination of the Credit Agreement in accordance with its terms, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to the Grantors. Upon any such termination the Agent shall, at the Grantors' expense, execute and deliver to the Grantors or otherwise authorize the filing of such documents as the Grantors shall reasonably request to evidence such termination.

**SECTION 5. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

**SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

**SECTION 7. Recordation**

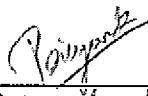
Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Lender.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

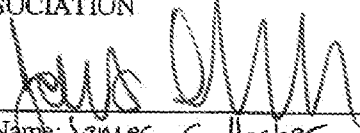
GRANTOR(S):

PIRAMAL CRITICAL CARE, INC.

By:   
Name: Prigank Kothari  
Title: Finance Controller

Agent:

HSBC BANK USA, NATIONAL  
ASSOCIATION

By:   
Name: James Gallagher  
Title: Senior Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005782 FRAME: 0470**

**SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
SOJOURN	76663514	July 24, 2006	3436626	May 27, 2008	**Piramal Critical Care, Inc. as successor by Merger to Minrad, Inc.
PETREM	77282460	September 18, 2007	3613221	April 28, 2009	**Piramal Critical Care, Inc. as successor by Merger to Minrad, Inc.
TERRELL	86836954	December 2, 2015	n/a	n/a	Piramal Critical Care, Inc.