

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM387242

| | | | |
|---|-------------------------------------|--------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AVITA DRUGS, LLC | | 06/09/2016 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | FIFTH STREET MANAGEMENT LLC | | |
| Street Address: | 777 West Putnam Avenue | | |
| Internal Address: | 3rd Floor | | |
| City: | Greenwich | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06830 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4711126 | AVITA | |
| Registration Number: | 4130935 | AVITA DRUGS | |
| Registration Number: | 4711127 | AVITA PHARMACY | |
| Registration Number: | 4711128 | AVITA PHARMACY | |
| Registration Number: | 4703145 | AVITA PHARMACY SOLUTIONS | |
| Registration Number: | 4699206 | AVITA PHARMACY SOLUTIONS | |
| Registration Number: | 4798587 | AVITA SPECIALTY PHARMACY | |
| Registration Number: | 4698509 | AVITACARES | |
| Registration Number: | 4758449 | AVITARX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2126983599 | | |
| <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: | 2126983500 | | |
| Email: | patents@dechert.com | | |
| Correspondent Name: | Dechert LLP | | |
| Address Line 1: | 1095 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10036 | | |

CH \$240.00 4711126

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|---|---------------|
| ATTORNEY DOCKET NUMBER: | 390581-139979 |
| NAME OF SUBMITTER: | Noah Shier |
| SIGNATURE: | /Noah Shier/ |
| DATE SIGNED: | 06/09/2016 |
| Total Attachments: 5 source=Long's - Trademark Security Agreement#page1.tif source=Long's - Trademark Security Agreement#page2.tif source=Long's - Trademark Security Agreement#page3.tif source=Long's - Trademark Security Agreement#page4.tif source=Long's - Trademark Security Agreement#page5.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Fifth Street Management LLC ("FSML"), 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 Amended and Restated Second Lien Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement dated as of the date hereof (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of Agent, to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

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

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 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"):

1. all of its Trademarks and all IP 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;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. 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.

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. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

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 IP Licenses subject to a security interest hereunder.

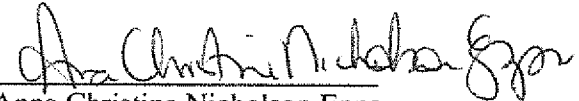
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages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

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.

AVITA DRUGS, LLC,
as Grantor

By: 

Name: Anna Christine Nicholson Epps

Title: Chief Executive Officer, Vice President and
Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:





FIFTH STREET MANAGEMENT LLC
as Agent

By: Ivelin M. Dimitrov
Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| Grantor | Trademark | App. No. | App. Date | Reg. No. | Reg. Date |
|------------------|---|----------|-------------|----------|-------------|
| Avita Drugs, LLC | AVITA | 86319680 | 25-JUN-2014 | 4711126 | 31-MAR-2015 |
| Avita Drugs, LLC | AVITA DRUGS | 85347225 | 15-JUN-2011 | 4130935 | 24-APR-2012 |
| Avita Drugs, LLC |  | 86319757 | 25-JUN-2014 | 4711127 | 31-MAR-2015 |
| Avita Drugs, LLC |  | 86319860 | 25-JUN-2014 | 4711128 | 31-MAR-2015 |
| Avita Drugs, LLC |  | 86337759 | 15-JUL-2014 | 4703145 | 17-MAR-2015 |
| Avita Drugs, LLC |  | 86337954 | 15-JUL-2014 | 4699206 | 10-MAR-2015 |
| Avita Drugs, LLC | AVITA SPECIALTY PHARMACY | 86469193 | 02-DEC-2014 | 4798587 | 25-AUG-2015 |
| Avita Drugs, LLC | AVITACARES | 86238593 | 01-APR-2014 | 4698509 | 10-MAR-2015 |
| Avita Drugs, LLC | AVITARX | 86238694 | 01-APR-2014 | 4758449 | 23-JUN-2015 |