

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390953

|   |  |                                       |  |
|---|--|---------------------------------------|--|
| <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>                     |
| Xcelience, LLC, as Grantor  |  | 07/08/2016                            | Limited Liability Company:<br>DELAWARE |
| Powdersize, LLC, as Grantor   |  | 07/08/2016                            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                                       |  |
| <b>Name:</b>  | UBS AG, Stamford Branch, as Collateral Agent |                                       |  |
| <b>Street Address:</b>  | 677 Washington Boulevard                     |                                       |  |
| <b>City:</b>  | Stamford                                     |                                       |  |
| <b>State/Country:</b>   | CONNECTICUT                                  |                                       |  |
| <b>Postal Code:</b>   | 06901  |                                       |  |
| <b>Entity Type:</b>   | Bank: UNITED STATES                          |                                       |  |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                                       |  |
| <b>Property Type</b>  | <b>Number</b>                                | <b>Word Mark</b>                      |  |
| <b>Serial Number:</b>   | 86001160                                     | XCELIENCE                             |  |
| <b>Registration Number:</b>   | 4631092                                      | XCELIENCE CLINICAL SUPPLIES SOLUTIONS |  |
| <b>CORRESPONDENCE DATA</b>  |  |                                       |  |
| <b>Fax Number:</b>  | 3026365454                                   |                                       |  |
| <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>   | 800-927-9801 x 62348                         |                                       |  |
| <b>Email:</b>   | jean.paterson@cscglobal.com                  |                                       |  |
| <b>Correspondent Name:</b>  | Corporation Service Company                  |                                       |  |
| <b>Address Line 1:</b>  | 1090 Vermont Avenue NW, Suite 430            |                                       |  |
| <b>Address Line 4:</b>  | Washington, D.C. 20005                       |                                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 211523-005                                   |                                       |  |
| <b>NAME OF SUBMITTER:</b>   | Jean Paterson                                |                                       |  |
| <b>SIGNATURE:</b>   | /jep/  |                                       |  |
| <b>DATE SIGNED:</b>   | 07/11/2016                                   |                                       |  |
| <b>Total Attachments: 12</b>  |  |                                       |  |
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## EXECUTION VERSION

SUPPLEMENT NO. 2 dated as of July 8, 2016, to the Security Agreement dated as of August 1, 2011 (the "Security Agreement") among Capsugel Holdings US, Inc., a Delaware corporation (the "Lead U.S. Borrower"), Capsugel Manufacturing, Inc. and Capsugel, Inc., each a Delaware corporation, and Capsugel US, LLC, a Delaware limited liability company (the "U.S. Co-Borrowers"; and together with the Lead US Borrower, the "U.S. Borrowers"), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 (each such entity being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the U.S. Borrowers are referred to collectively as the "Grantors"), and UBS AG, Stamford Branch, as Collateral Agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties.

A. Reference is made to the Credit Agreement dated as of the date of the Security Agreement (as modified and supplemented and in effect from time to time, the "Credit Agreement") among the U.S. Borrowers, other Borrowers from time to time party thereto, Capsugel Holdings S.à r.l. (formerly known as Capsugel Holdings S.A. and prior to that as Chester Holdings S.à r.l.), a Luxembourg société à responsabilité limitée ("Holdings"), the Lenders from time to time party thereto and UBS AG, Stamford Branch, as Administrative Agent and as Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Loans to the Borrowers, the Swingline Lender to make Swingline Loans and the Letter of Credit Issuer to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries under the Credit Agreement and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries.

D. Section 9.11 of the Credit Agreement and Section 8.14 of the Security Agreement provide that each Subsidiary that is required to become a party to the Security Agreement pursuant to Section 9.11 of the Credit Agreement shall become a Subsidiary Grantor, with the same force and effect as if originally named as a Subsidiary Grantor therein, for all purposes of the Security Agreement upon execution and delivery by such Subsidiary of an instrument in the form of this Supplement. Each undersigned Subsidiary (each a "New Grantor") is executing this Supplement in accordance with the requirements of the Security Agreement to become a Subsidiary Grantor under the Security Agreement in order to induce the Lenders to make Loans, the Swingline Lender to make Swingline Loans and the Letter of Credit Issuer to issue Letters of Credit.

Accordingly, the Collateral Agent and the New Grantors agree as follows:

SECTION 1. In accordance with Section 8.14 of the Security Agreement, each New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Obligations, does hereby bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Collateral Agent for the benefit of the Secured Parties, and hereby grants to the Collateral Agent for the benefit of the Secured

Parties, a Security Interest in all of the Collateral of such New Grantor, in each case whether now or hereafter existing or in which it now has or hereafter acquires an interest. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and general equitable principles.

SECTION 3. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and Holdings. This Supplement shall become effective as to each New Grantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such New Grantor and the Collateral Agent.

SECTION 4. Such New Grantor hereby represents and warrants that (a) set forth on Schedule I hereto is (i) the legal name of such New Grantor, (ii) the jurisdiction of incorporation or organization of such New Grantor, (iii) the identity or type of organization or corporate structure of such New Grantor (iv) the Federal Taxpayer Identification Number and organizational number of such New Grantor and (v) the true and correct location of the chief executive office and principal place of business and any office in which it maintains books of records relating to Collateral owned by it and (b) as of the date hereof (i) Schedule II hereto lists all of each New Grantor's Copyright Licenses, (ii) Schedule III hereto lists in all material respects all of each New Grantor's registered Copyrights (and all applications therefor), (iii) Schedule IV hereto lists all of each New Grantor's Patent Licenses, (iv) Schedule V hereto lists in all material respects all of each New Grantor's Patents (and all applications therefor), (v) Schedule VI hereto lists all of each New Grantor's Trademark Licenses and (vi) Schedule VII hereto lists in all material respects all of each New Grantor's registered Trademarks (and all applications therefor).

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Page to Supplement No. 2 to the Security Agreement]

015945-0020-15439-Active.19126690.7

**TRADEMARK**  
**REEL: 005832 FRAME: 0341**

SECTION 8. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to each New Grantor shall be given to it in care of Holdings at the Holdings' address set forth in Section 13.2 of the Credit Agreement.

[SIGNATURE PAGES FOLLOW]

[Signature Page to Supplement No. 2 to the Security Agreement]

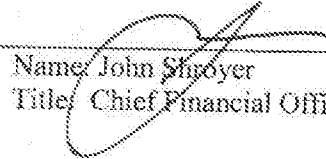
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**TRADEMARK**  
**REEL: 005832 FRAME: 0342**

IN WITNESS WHEREOF, each New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

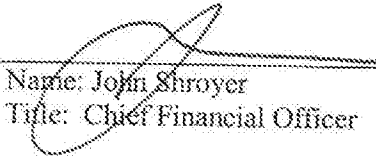
XCELIENCE, LLC

By:

  
Name: John Shroyer  
Title: Chief Financial Officer

POWERSIZE, LLC

By:

  
Name: John Shroyer  
Title: Chief Financial Officer

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: Denise Bushee  
Name: Denise Bushee  
Title: Associate Director

By: Kenneth Chin  
Name: Kenneth Chin  
Title: Director

[Signature Page to Supplement No. 2 to the Security Agreement]

**TRADEMARK**  
**REEL: 005832 FRAME: 0344**

SCHEDULE I  
TO SUPPLEMENT NO. 2 TO THE  
SECURITY AGREEMENT

COLLATERAL

| <u>Legal Name</u> | <u>Jurisdiction of<br/>Incorporation or<br/>Organization</u> | <u>Type of<br/>Organization or<br/>Corporate<br/>Structure</u> | <u>Federal Taxpayer Identification<br/>Number and Organizational<br/>Identification Number</u> |
|-------------------|--|--|--|
| Xcelience, LLC    | Delaware   | Limited Liability<br>Company                                   | EIN: 20-4487469<br>OIN: 5926842  |
| Powdersize, LLC   | Delaware   | Limited Liability<br>Company                                   | EIN: 47-4546092<br>OIN: 5781812  |



SCHEDULE II  
TO SUPPLEMENT NO. 2 TO THE  
SECURITY AGREEMENT

MATERIAL INBOUND EXCLUSIVE LICENSES IN U.S. REGISTERED COPYRIGHTS

None.

SCHEDULE III  
TO SUPPLEMENT NO. 2 TO THE  
SECURITY AGREEMENT

U.S. REGISTERED COPYRIGHTS

None.

SCHEDULE IV  
TO SUPPLEMENT NO. 2 TO THE  
SECURITY AGREEMENT

MATERIAL INBOUND EXCLUSIVE LICENSES IN U.S. PATENTS AND PATENT  
APPLICATIONS

None.

SCHEDULE V  
TO SUPPLEMENT NO. 2 TO THE  
SECURITY AGREEMENT

U.S. PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE VI  
TO SUPPLEMENT NO. 2 TO THE  
SECURITY AGREEMENT

MATERIAL INBOUND EXCLUSIVE LICENSES IN U.S. REGISTERED TRADEMARKS AND  
TRADEMARKS APPLICATIONS

None.

SCHEDULE VII  
TO SUPPLEMENT NO. 2 TO THE  
SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

| <u>OWNER</u>                                     | <u>APPLICATION<br/>NUMBER</u> | <u>REGISTRATION<br/>NUMBER</u> | <u>TRADEMARK</u>  |
|--|-------------------------------|--------------------------------|---|
| Xcelience  | 86001160                      | 459560                         | 35 Int. Administrative processing of returns and reconciliations of accounts in the field of pharmaceutical and clinical supplies for others<br>39 Int. Packaging, labeling of packaging, storage, and distribution in the nature of delivery of pharmaceuticals and clinical supplies<br>40 Int. Destruction of pharmaceuticals and clinical supplies  |
| Xcelience Clinical Supplies Solutions (stylized) | 86090338                      | 4631092                        | 35 Int. Administrative processing of returns and reconciliation of accounts in the field of pharmaceuticals and clinical supplies for others<br>39 Int. Packaging, labelling of packaging, storage, and distribution in the nature of delivery of pharmaceuticals and clinical supplies<br>40 Int. Destruction of pharmaceuticals and clinical supplies |