

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393921

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
RESUBMIT DOCUMENT ID:	900369044		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EUSA Pharma (UK) Limited	FORMERLY Essex Bidco Limited	06/22/2016	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Hayfin Services LLP, as Security Agent		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6AF		
Entity Type:	Limited Liability Partnership: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3690674	EUSA PHARMA	
Registration Number:	3902537	EUSA PHARMA	
Registration Number:	2487745	CAPHOSOL	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	2128198200		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Andrew Fessak/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	4484324-0001-L181		
NAME OF SUBMITTER:	Andrew Fessak		
SIGNATURE:	/Andrew Fessak/		
DATE SIGNED:	08/05/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of June, 2016, by and between EUSA PHARMA (UK) LIMITED (the "Debtor"), and HAYFIN SERVICES LLP, in its capacity as Security Agent pursuant to the Credit Agreement described below (the "Secured Party"), with reference to the following facts.

WHEREAS, Debtor, and certain of its affiliates, have entered into a Senior Facilities Agreement dated March 20, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Hayfin Capital Cuxco 3 S.A R.L., as Mandated Lead Arranger (the "Arranger"), the institutions listed therein as Original Lenders, Hayfin Services LLP, as Agent (the "Agent") and the Secured Party, pursuant to which the Lenders (as defined therein), subject to the terms and conditions contained therein, agreed to provide certain financial accommodations to the Debtor and such affiliates;

WHEREAS, the Secured Party is willing to make the financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that the Debtor shall have executed and delivered to the Secured Party that certain Security Agreement, dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Debtor is required to execute and deliver to the Secured Party this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Debtor hereby unconditionally grants, assigns, and pledges to the Secured Party to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Debtor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of the Debtor's business symbolized by the

foregoing or connected therewith, (f) all of the Debtor's rights corresponding thereto throughout the world, and (g) all products and proceeds of the foregoing.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter (including any interest, fees, or expenses that accrue after the filing of a case under the United States Bankruptcy Code or any other insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in such case or proceeding).

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Debtor's obligations under this Section, the Debtor hereby authorizes the Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. FINANCE DOCUMENT; COUNTERPARTS. This Trademark Security Agreement is a Finance Document. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Debtor agrees that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of England in accordance with clause 44.1 of the Credit Agreement and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon the Debtor by mail at the address specified for notices in clause 35.2 of the Credit Agreement. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

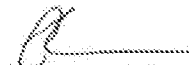
8. WAIVER OF JURY TRIAL AND CONSEQUENTIAL DAMAGES. THE DEBTOR WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF. Except as prohibited by law, the Debtor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Debtor (i) certifies that neither the Secured Party nor the Arranger, nor any Lender, nor the Agent, nor any other Finance Parties or any other Secured Parties (as defined in the Credit Agreement), nor any representative, agent or attorney of the foregoing has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement, and (ii) acknowledges that, in entering into the Credit Agreement and the other Finance Documents to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications contained in this Section 8.

[Signature Page Follows]

EXECUTION VERSION

IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

EUSA PHARMA (UK) LIMITED
(formerly known as Essex Bidco Limited)

By: 
Name: CHAMA J. JAMES
Title: CEO

Accepted By:

HAYFIN SERVICES LLP,
as Security Agent in connection with the Credit Agreement

By: _____
Name: _____
Title: _____

EXECUTION VERSION


IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

EUSA PHARMA (UK) LIMITED
(formerly known as Essex Bidco Limited)

By: _____
Name: _____
Title: _____

Accepted By:

HAYFIN SERVICES LLP,
as Security Agent in connection with the Credit Agreement

By:  _____
Name: STEPHEN BOURNE
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
U.S. Trademark Registrations/Applications

Mark	Application/ Registration No.	App/Reg Date
EUSA PHARMA	Registration No. 3690674	Registration Date September 29, 2009
EUSA PHARMA	Registration No. 3902537	Registration Date January 11, 2011
CAPHOSOL	Registration No. 2487745	Registration Date September 11, 2001

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