

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM401900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cognate BioServices, Inc.		10/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc., as collateral agent		
Street Address:	c/o Tennenbaum Capital Partners, 2951 28th Street		
Internal Address:	Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3571568	COGNATE BIOSERVICES	
Serial Number:	86658137	COGNATE BIOSERVICES	
Serial Number:	86656940	COGNATE BIOSERVICES, INC.	
Serial Number:	86656946	COGNATE BIOSERVICES, INC.	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	077341-0029		
NAME OF SUBMITTER:	Scott Kareff (077341-0029)		
SIGNATURE:	/kc for ak/		
DATE SIGNED:	10/13/2016		

CH \$115.00 3571568

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of October 13, 2016, by Cognate BioServices, Inc. (the "Grantor"), in favor of **OBSIDIAN AGENCY SERVICES, INC.**, c/o Tennenbaum Capital Partners, 2951 28th Street, Suite 1000, Santa Monica, CA 90405, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of October 13, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "GCA"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- A. all Trademarks and Trademark Licenses of such Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, 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 Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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.

Very truly yours,

COGNATE BIOSERVICES, INC.

By: 

Name: J. Kelly Ganjei

Title: President and Chief Executive Officer

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent

By: 

Name: David Hollander
Title: Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005899 FRAME: 0912

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Cognate BioServices, Inc.	3,571,568	COGNATE BIOSERVICES

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Cognate BioServices, Inc.	86/658,137	COGNATE BIOSERVICES
Cognate BioServices, Inc.	86/656,940	Cognate BioServices, Inc. and Design (Black & White)
Cognate BioServices, Inc.	86/656,946	Cognate BioServices, Inc. and Design (Color)

Trademark Licenses:

N/A