

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405154

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ADDITIONAL RESTRICTED SUBSIDIARY INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CATALENT SAN DIEGO, INC.		11/03/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MORGAN STANLEY SENIOR FUNDING, INC.		
<b>Street Address:</b>	ONE PIERREPONT PLAZA, 7TH FLOOR		
<b>Internal Address:</b>	300 CADMAN PLAZA WEST		
<b>City:</b>	BROOKLYN		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11201		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2920287	PHARMATEK LABORATORIES	
<b>Registration Number:</b>	2697017	PHARMATEK.COM	
<b>Registration Number:</b>	4925303	PHARMATEK	
<b>Registration Number:</b>	2471718	HOT ROD CHEMISTRY	
<b>Registration Number:</b>	2471714	HOTRODCHEMISTRY.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>	650-838-3743		
<b>Email:</b>	JLIK@SHEARMAN.COM		
<b>Correspondent Name:</b>	BENJAMIN PETERSEN		
<b>Address Line 1:</b>	1460 EL CAMINO REAL, 2ND FLOOR		
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP		
<b>Address Line 4:</b>	MENLO PARK, CALIFORNIA 94025		
<b>ATTORNEY DOCKET NUMBER:</b>	35613/6		
<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN		
<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/		

CH \$140.00 2920287

<b>DATE SIGNED:</b>	11/10/2016
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**Total Attachments: 7**

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ADDITIONAL RESTRICTED SUBSIDIARY  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

SUPPLEMENT NO. 2 (this "Supplement") dated as of November 3, 2016, to the Intellectual Property Security Agreement dated as of April 10, 2007 among CATALENT PHARMA SOLUTIONS, INC. (the "Borrower"), PTS INTERMEDIATE HOLDINGS LLC ("Holdings"), the Subsidiaries of Holdings from time to time party thereto and MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent (the "Collateral Agent") for the Secured Parties.

A. Reference is made to the Amended and Restated Credit Agreement dated as of May 20, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, Morgan Stanley Senior Funding, Inc., as Administrative Agent, Collateral Agent and Swing Line Lender, Morgan Stanley Senior Funding, Inc. and JPMorgan Chase Bank, N.A., as L/C Issuers and each Lender from time to time party thereto, pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Borrower upon the terms and subject to the conditions therein.

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

C. In connection with the Credit Agreement, the Borrower, Holdings and the other Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit. Section 5.14 of the Intellectual Property Security Agreement provides that additional Restricted Subsidiaries may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Restricted Subsidiary (the "New Subsidiary") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit from time to time under the terms of the Credit Agreement.

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

SECTION 1. In accordance with Section 5.14 of the Intellectual Property Security Agreement, the New Subsidiary by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Intellectual Property 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 in all material respects on and as of the date hereof; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided further that any representation and warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of its right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of the New Subsidiary. Each reference to a "Grantor" in the Intellectual Property Security Agreement shall be deemed to include the New Subsidiary. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary 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, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedules I and II attached hereto are true and correct schedules of the United States Intellectual Property registrations and applications owned by the New Subsidiary as of the date hereof and (b) set forth under its signature hereto is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Subsidiary hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Collateral, including:

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule I hereto;
- (b) the registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which applications are pending set forth in Schedule I hereto; and
- (c) the registrations of Copyrights (as defined in the Intellectual Property Security Agreement) and Copyrights for which applications are pending set forth in Schedule I hereto.

SECTION 6. The grant of a security interest in the Collateral by the New Subsidiary under this Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 7. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The New Subsidiary does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 8. The New Subsidiary authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement with respect to United States Patents, United States registered Trademarks and Trademarks for which United States applications are pending, and United States registered Copyrights listed in Schedule I hereto.

SECTION 9. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of 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.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Intellectual Property Security Agreement.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

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


CATALENT SAN DIEGO, INC.

By:   
Name: Matthew Walsh  
Title: Chief Financial Officer

Jurisdiction of Formation: California  
Address Of Chief Executive Office:  
14 Schoolhouse Road, Somerset, New Jersey  
08873

[Signature Page to Intellectual Property Security Agreement for Catalent San Diego, Inc.]

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Collateral Agent

By:   
Name: Lisa Hansen  
Title: VP

[Signature Page to Intellectual Property Security Agreement Supplement for Catalent San Diego, Inc.]

SCHEDULE I  
TO SUPPLEMENT NO. 2 TO THE  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property

United States Patents and Patent Applications

None.

United States Trademarks and Trademark Applications

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Pharmatek Laboratories	01/25/2005	2,920,287
Pharmatek.com	03/18/2003	2,697,017
Pharmatek	03/29/2016	4,925,303
Hot Rod Chemistry	07/24/2001	2,471,718
HotRodChemistry.com	07/24/2001	2,471,714

United States Copyrights and Copyright Applications

“Pharmatek Quality Manual,” Copyright Registration No. Txu001620971, registered on January 26, 2009.



SCHEDULE II  
TO SUPPLEMENT NO. 2 TO THE  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Jointly Owned Intellectual Property

None.