

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423876

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SANCILIO PHARMACEUTICALS COMPANY, INC.		04/13/2017	Corporation: DELAWARE
SANCILIO & COMPANY, INC.		04/13/2017	Corporation: DELAWARE
BLUE PALM ADVERTISING AGENCY, LLC		04/13/2017	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST, as agent
Street Address:	7255 Woodmont Avenue, Suite 200
Internal Address:	c/o MidCap Financial Services, LLC, as servicer
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Statutory Trust: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4433950	OCEAN BLUE
Registration Number:	4118488	MINICAPS
Registration Number:	3869394	LUDENT
Registration Number:	3801019	MVC
Registration Number:	5044968	OLGENIC
Registration Number:	3591946	OCEAN BLUE
Registration Number:	4870877	DEVELOPING GOOD SCIENCE INTO GREAT MEDIC
Registration Number:	4895811	SCI SANCILIO & COMPANY, INC. DEVELOPING
Registration Number:	5032780	ALT
Registration Number:	5058720	OMEGAPOWER
Registration Number:	5168729	ADVANCED LIPID TECHNOLOGIES
Serial Number:	85830897	PREPARE
Serial Number:	86628758	ADVANCED LIPID TECHNOLOGIES
Serial Number:	86735268	SANCILIO PHARMACEUTICALS COMPANY, INC.

CH \$440.00 4433950

Property Type	Number	Word Mark
Serial Number:	87110717	ETHYL CERVONATE
Serial Number:	87181487	CALACTIVE
Serial Number:	87234112	OLERALIFE

CORRESPONDENCE DATA

Fax Number: 7036106200

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.

Phone: +1 703 610 6100

Email: boxip@hoganlovells.com

Correspondent Name: Valerie Brennan at Hogan Lovells US LLP

Address Line 1: 7930 Jones Branch Drive, 9th Floor

Address Line 2: Attn: Box Intellectual Property

Address Line 4: McLean, VIRGINIA 22102

NAME OF SUBMITTER:	Valerie Brennan
SIGNATURE:	/vb/
DATE SIGNED:	04/17/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 13th day of April, 2017 by and between MIDCAP FINANCIAL TRUST, a Delaware statutory trust ("Agent") and each of SANCILIO PHARMACEUTICALS COMPANY, INC., a Delaware corporation, SANCILIO & COMPANY, INC., a Delaware corporation and BLUE PALM ADVERTISING AGENCY, LLC, a Florida limited liability company (each, a "Grantor" and collectively, "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement dated as of February 1, 2016, by and among Grantors, as borrowers (collectively, the "Borrowers"), the lenders from time to time party thereto, as lenders (collectively, the "Lenders"), and Agent (as the same may be amended, supplemented, modified, increased, renewed or restated from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

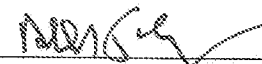
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:


Address of Grantors:

c/o Sancilio Pharmaceuticals Company, Inc.
2129 N. Congress Avenue
Riviera Beach, Florida 33404
Attention: Chief legal officer
Fax: (561) 847-2312
E-Mail: ACAVAGNARO@Sancilio.com


**SANCILIO PHARMACEUTICALS
COMPANY, INC.**

By:  (SEAL)
Name: Albert Cavagnaro
Title: Secretary

SANCILIO & COMPANY, INC.

By:  (SEAL)
Name: Albert Cavagnaro
Title: Chief Legal Officer and Secretary

**BLUE PALM ADVERTISING AGENCY,
LLC**

By:  (SEAL)
Name: Albert Cavagnaro
Title: Secretary

AGENT:

Address of Agent:

MidCap Financial Trust
c/o MidCap Financial Services, LLC, as
servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Account Manager for Sancilio transaction

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management GP, LLC, its
general partner

By:  (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Copyrights

No registered copyrights.

EXHIBIT B

Patents

Title	Patent Application Serial No.	Filing Date	Patent No.	Issue Date
Oral Liquid Compositions	09/354,982	7/16/1999	6,365,180	4/2/2002
Omega-3 Fatty Acid Ester Compositions ("SC401B.US1")	14/456,731	8/11/2014	9,302,016	4/5/2016
Omega-3 Fatty Acid Ester Compositions ("SC401B.US2")	14/456,750	8/11/2014	9,302,017	4/5/2016
Omega-3 Fatty Acid Ester Compositions ("SC401B.DZ")	140557	9/25/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.AU")	2013240427	9/9/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.BR")	BR1120140242313	9/29/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.CA")	2,867,168	9/11/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.CN")	201380027275.8	11/24/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.CO")	14-240867	10/30/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.EG")	1471/2014	9/17/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.EP")	13712624.9	9/16/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.IN")	8449/DELNP/2014	10/9/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.IL")	234814	9/23/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.JP")	2015-503245	9/26/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.MY")	PI 2014002698	9/19/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.MX")	MX/a/2014/011596	9/26/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.RU")	2014141406	10/15/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.KR")	2014-7029132	10/17/2014		
Omega-3 Fatty Acid Ester Compositions ("SC401B.AE")	P1050/14	9/29/2014		
Omega-3 Fatty Acid Ester Compositions ("SC402.CIP.1")	15/058,228	3/2/2016	9,480,651	11/1/2016
Omega-3 Fatty Acid Ester Compositions ("SC401B.HK")	15105834.2	6/18/2015		
STABLE MICELLES OF FATTY ACID ESTERS ("SC401B.US3")	14/808,835	7/24/2015	9,364,559	6/14/2016
STABLE MICELLES OF MIXED FATTY ACIDS ("SC401B.US4")	14/808,777	7/24/2015	9,370,585	6/21/2016
STABLE MICELLES OF FATTY ACID ESTERS FOR THE TREATMENT OF CARDIOVASCULAR DISEASE ("SC401B.US5")	14/808,809	7/24/2015	9,364,558	6/14/2016

STABLE MICELLES OF FATTY ACID ESTERS FOR THE TREATMENT OF NON-ALCOHOLIC FATTY LIVER DISEASES ("SC401B.US6")	14/808,847	7/24/2015	9,364,560	6/14/2016
STABLE MICELLES OF FATTY ACID ESTERS FOR THE TREATMENT OF MACULAR DEGENERATION AND PRIMARY SCLEROSING CHOLANGITIS ("SC401B.US7")	14/808,866	7/24/2015	9,364,561	6/14/2016
STABLE MICELLES OF FATTY ACID ESTERS FOR THE TREATMENT OF DISEASE STATES ("SC401B.US8")	14/808,871	7/24/2015	9,375,490	6/28/2016
FUNCTIONAL FOODS AND KITS CONTAINING STABLE MICELLES OF FATTY ACID ESTERS ("SC401B.US9")	14/808,876	7/24/2015	9,364,562	6/14/2016
SELF-MICELLIZING FATTY ACIDS AND FATTY ACID ESTER COMPOSITIONS AND THEIR USE IN THE TREATMENT OF DISEASE STATES ("SC400E")	PCT/US2015/054933	10/9/2015 (priority date of 10/10/2014)		
Omega-3 Fatty Acid Ester Compositions ("SC401B.CIP.1A.CIP")	15/132,278	4/19/2016		
Omega-3 Fatty Acid Ester Compositions ("SC401B.CIP.1B.CIP")	15/134,419	4/21/2016		
Omega-3 Fatty Acid Ester Compositions ("SC401B.CIP.1C.CIP")	15/134,417	4/21/2016		
Omega-3 Fatty Acid Ester Compositions ("SC401B.EP.DIV")	16165946.1	4/19/2016		
SELF-MICELLIZING FATTY ACIDS AND FATTY ACID ESTER COMPOSITIONS AND THEIR USE IN THE TREATMENT OF DISEASE STATES ("SC400E_US")	15/180,430	6/13/2016		
Mold for a Medical Dosage Form	29/575,454	8/25/2016		
Omega-3 Fatty Acid Ester Compositions ("SC401B.IL.DIV")	249821	12/28/2016		

EXHIBIT C

Trademarks

Trademark	Trademark Application Serial No.	Filing Date	Trademark Reg. No.	Issue Date
OCEAN BLUE (logo design)	85830928	1/24/2013	4433950	11/12/2013
PREPARE	85830897	1/24/2013		
MINICAPS	85393965	8/10/2011	4118488	3/27/2012
LUDENT	77865700	11/5/2009	3869394	11/2/2010
MVC	77778745	7/10/2009	3801019	6/8/2010
OLCENIC	86902488	2/9/2016	5044968	9/20/2016
OCEAN BLUE	77160905	4/19/2007	3591946	3/17/2009
DEVELOPING GOOD SCIENCE INTO GREAT MEDICINE	86708016	7/29/2015	4870877	12/15/2015
ADVANCED LIPID TECHNOLOGIES	86628758	5/13/2015		
SANCILO PHARMACEUTICALS COMPANY, INC.	86735268	8/24/2015		
Sancilio & Company Logo (Design Mark)	86694358	7/15/2015	4895811	2/2/2016
ALT	86628786	5/13/2015	5032780	8/30/2016
OmegaPower	86924643	3/1/2016	5058720	10/11/2016
OCEAN BLUE Europe (CTM)	8939076	3/9/2010	8939076	7/27/2010
ETHYL CERVONATE	87110717	7/20/2016		
CALACTIVE	87181487	9/23/2016		
ADVANCED LIPID TECHNOLOGIES	87101330	7/12/2016	5168729	3/21/2017
OLERALIFE	87234112	11/11/2016		

EXHIBIT D

Mask Works

None.