

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CELERION, INC.		11/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANTOR FITZGERALD SECURITIES, as Collateral Agent		
Street Address:	110 E. 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Partnership: NEW YORK		
Composed Of:	<ul style="list-style-type: none"> CANTOR FITZGERALD SECURITIES, as Collateral Agent, NEW YORK, general partnership 		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3889562	CELERION	
Registration Number:	2364168	CLINQUICK	
Registration Number:	4920719	CELEXUS	
Registration Number:	4612427	THE BIOSIMILARS ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	11/06/2017		

OP \$115.00 3889562

Total Attachments: 9

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE PARTIES HERETO ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 3, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN MIDCAP FINANCIAL TRUST, AS FIRST LIEN AGENT, AND CANTOR FITZGERALD SECURITIES, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 3rd day of November, 2017, by **CELERION, INC.**, a Delaware corporation ("**Grantor**"), in favor of **CANTOR FITZGERALD SECURITIES**, a New York general partnership, as collateral agent (the "**Collateral Agent**") for the Purchasers party to the Second Lien Note Purchase Agreement (defined below) (the Collateral Agent, together with its successors and assigns, "**Grantee**"):

RECITALS

A. Grantor, CSC CELERION ACQUISITION CORP., a Delaware corporation ("**CSC Celerion**" and the "**Initial Borrower**"), and upon and after the consummation of the Closing Date Acquisition, CELERION, INC., a Delaware corporation ("**Celerion**"), as the successor entity pursuant to the Borrower Assumption (the "**Borrower**"), CSC CELERION HOLDCO CORP., a Delaware corporation ("**Holdings**"), the other Note Parties party thereto, Teachers Insurance and Annuity Association of America ("**TIAA**") and AEA Mezzanine Fund III LP (collectively, the "**Initial Purchasers**" and each, an "**Initial Purchaser**" and together with the other financial institutions from time to time party to this Agreement as purchasers, collectively, the "**Purchasers**" and each, a "**Purchaser**"), and Grantee are parties to that certain Second Lien Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Note Purchase Agreement**"), pursuant to which the Purchasers have severally agreed, subject to certain terms and conditions, to purchase one or more senior secured second lien notes from the Borrower and make certain other financial accommodations available to the Borrower.

B. Grantor is party to that certain Second Lien Security Agreement dated as of the date hereof among Grantee, the Initial Borrower, the Borrower, Holdings, and the other Note Parties party thereto (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Agreement.

C. Pursuant to the terms of the Note Purchase Agreement and certain other Collateral Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Purchasers, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill

associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "**Trademarks**"), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the "**Trademark Licenses**"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the Borrower under the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Note Purchase Agreement and Collateral Documents. The Note Purchase Agreement and the Collateral Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Note Purchase Agreement or any other Collateral Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Purchasers, and hereby reaffirms its prior grant pursuant to the Note Purchase Agreement and the other Collateral Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any renewals, thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1 of the Note Purchase Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, "**New Trademarks**") acquired during the fiscal quarter corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee

under the Note Purchase Agreement or any other Collateral Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

-- Remainder of Page Intentionally Blank; Signature Pages Follow --

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

CELERION, INC., a Delaware corporation

By: JoAnne Rosal

Name: JoAnne Rosal

Title: Chief Financial Officer and Treasurer

Accepted and agreed to as of the date first above written.

GRANTEE:

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: _____

Name: James Bond

Title: Chief Operating Officer



Signature Page to
Second Lien Trademark Security Agreement (Caterina)

TRADEMARK
REEL: 006197 FRAME: 0890

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademark License

None

Trademark Applications

None

Trademarks

Owner	Trademark	Status	App./Reg. Nos.	App./Reg. Date
Celerion, Inc.	CELERION & Design	Registered	3889562	December 14, 2010
Celerion, Inc.	CLINQUICK	Registered	2364168	July 4, 2000
Celerion, Inc.	CELEXUS	Registered	4920719	March 22, 2016
Celerion, Inc.	THE BIOSIMILARS ALLIANCE & Design	Registered	4612427	September 30, 2014

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "**Supplement**") made as of this __ day of _____, 201__ by **CELERION, INC.**, a Delaware corporation ("**Grantor**"), in favor of **CANTOR FITZGERALD SECURITIES**, a New York General Partnership, as collateral agent (the "Collateral Agent") for the Purchasers party to the Second Lien Note Purchase Agreement (defined below) (together with its successors and assigns, "**Grantee**");

W I T N E S S E T H:

WHEREAS, Grantor, certain affiliates of the Grantor, Grantee and certain financial institutions are parties to that certain Second Lien Note Purchase Agreement dated as of November 3, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**");

WHEREAS, Grantor and Grantee are parties to a certain Second Lien Trademark Security Agreement dated as of November 3, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Agreement**"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Note Purchase Agreement or any other Collateral Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Purchasers, and hereby reaffirms its prior grant pursuant to the Note Purchase Agreement and the other Collateral Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be

part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Purchasers that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Note Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

CELERION, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date first above written.

GRANTEE:

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

By: _____
Name: _____
Title: _____

**SCHEDULE A
TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

DATED: _____

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services