

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Athenex, Inc.		07/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Perceptive Credit Holdings II, LP		
Street Address:	51 Astor Place, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87348230	ATHENEX	
Serial Number:	87348251	ATHENEX	
Serial Number:	87348269	A	
Serial Number:	87756933	SEECURE	
Serial Number:	87756936	SEECURE	
Serial Number:	87756940	ACCURASEE PACKAGING & LABELING	
Serial Number:	87756942	ACCURASEE	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	703-760-7360		
Email:	hcheng@mofo.com		
Correspondent Name:	Hsiao-Ting Cheng		
Address Line 1:	1650 Tysons Boulevard		
Address Line 2:	Suite 400		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	72295-34		
NAME OF SUBMITTER:	Jeffrey Xu		
SIGNATURE:	/Jeffrey Xu/		

CH \$190.00 87348230

DATE SIGNED:	07/03/2018
---------------------	------------

Total Attachments: 5

source=Athenex - Trademark Security Agreement#page1.tif

source=Athenex - Trademark Security Agreement#page2.tif

source=Athenex - Trademark Security Agreement#page3.tif

source=Athenex - Trademark Security Agreement#page4.tif

source=Athenex - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2018 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings II, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as July 3, 2018 (the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the

Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

ATHENEX, INC.

By: 

Name: Teresa Bair

Title: Vice President

Address: 1001 Main Street
Suite 600
Buffalo, NY 14203

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006370 FRAME: 0855

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS II, LP, as the Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By 
Name: Sandeep Dixit
Title: Chief Credit Officer





By 
Name: Sam Chawla
Title: Portfolio Manager

Perceptive Credit Holdings II, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006370 FRAME: 0856

TRADEMARKSTrademark Registrations and Applications

Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction
ATHENEX		87/348,230	Athenex, Inc.	U.S.
		87/348,251	Athenex, Inc.	U.S.
		87/348,269	Athenex, Inc.	U.S.
		87/756,933	Athenex, Inc.	U.S.
SEEcure		87/756,936	Athenex, Inc.	U.S.
		87/756,940	Athenex, Inc.	U.S.
AccuraSEE		87/756,942	Athenex, Inc.	U.S.