

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481617

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alcami Corporation		07/12/2018	Corporation: DELAWARE
Alcami Carolinas Corporation		07/12/2018	Corporation: DELAWARE
Alcami Wisconsin Corporation		07/12/2018	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5168084	ALCAMI
Registration Number:	5168085	ALCAMI.
Registration Number:	5317770	PROFORM SELECT
Registration Number:	5242426	CONNECTED AT EVERY LEVEL
Registration Number:	4271353	YOUR RESULTS BECOME OUR REPUTATION
Registration Number:	4262296	COMPOUND TO CLINIC
Registration Number:	2747955	AZASAN
Registration Number:	1647669	AAI
Registration Number:	1622884	APPLIED ANALYTICAL INDUSTRIES
Registration Number:	4535852	CAMBRIDGE MAJOR LABORATORIES
Registration Number:	4258565	FORMSELECT
Registration Number:	4258537	PASSION FOR CHEMISTRY....PASSION FOR LIF
Registration Number:	4258536	PROCRYST
Registration Number:	5342090	PROTECT YOUR BRAND
Registration Number:	2346573	PROSORB
Serial Number:	87859045	OUR TOUR. ON YOUR TIME.

CH \$415.00 5168084

CORRESPONDENCE DATA**Fax Number:** 2129692900*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:** 212.969.3000**Email:** trademark@proskauer.com**Correspondent Name:** Maya L. Tarr**Address Line 1:** Proskauer Rose LLP**Address Line 2:** Eleven Times Square**Address Line 4:** New York, NEW YORK 10036-8299

NAME OF SUBMITTER:	Maya L. Tarr
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SIGNATURE:	/Maya L. Tarr/
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DATE SIGNED:	07/12/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 12, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Ares Capital Corporation, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, Alcami Corporation, a Delaware corporation, Alcami Carolinas Corporation, a Delaware corporation, Alcami Wisconsin Corporation, a Wisconsin corporation, and certain other Grantors are party to a Second Lien Security Agreement, dated as of July 12, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

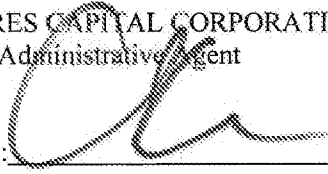
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ALCAMI CORPORATION;
ALCAMI CAROLINAS CORPORATION; and
ALCAMI WISCONSIN CORPORATION,**
each as a Grantor

By: 
Name: ADAM LAUBER
Title: CHIEF FINANCIAL OFFICER

ARES CAPITAL CORPORATION,
as Administrative Agent



By: _____
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006378 FRAME: 0268

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Owner	Trademark Application Serial No.	Filing Date	Trademark Reg. No.	Reg. Date
ALCAMI	Alcami Corporation	86/933022	3/8/2016	5168084	3/21/2017
ALCAMI (Logo Design)	Alcami Corporation	86/933043	3/8/2016	5168085	3/21/2017
PROFORM SELECT	AAIPharma Services Corp	86/893,297	2/1/2016	5,317,770	10/24/2017
CONNECTED AT EVERY LEVEL	Alcami Corporation	86/947,131	3/21/2016	5,242,426	7/11/2017
YOUR RESULTS BECOME OUR REPUTATION	AAIPharma Services Corp.	85/618,075	5/7/2012	4271353	1/8/2013
COMPOUND TO CLINIC	AAIPharma Services Corp.	85/429,456	9/22/2011	4262296	12/18/2012
AZASAN	AAIPharma Services Corp.	76/184,850	12/20/2000	2747955	8/5/2003
AAI	AAIPharma Services Corp.	74/066,458	6/6/1990	1647669	6/11/1991
APPLIED ANALYTICAL INDUSTRIES	AAIPharma Services Corp.	73/813,175	7/17/1989	1622884	11/13/1990
CAMBRIDGE MAJOR LABORATORIES	Cambridge Major Laboratories, Inc.	85/882,196	3/21/2013	4535852	5/27/2014
FORMSELECT	Cambridge Major Laboratories, Inc.	85/371052	7/14/2011	4258565	12/11/2012
PASSION FOR CHEMISTRY...PASSION FOR LIFE	Cambridge Major Laboratories, Inc.	85/356,990	6/27/2011	4258537	12/11/2012

Trademark	Owner	Trademark Application Serial No.	Filing Date	Trademark Reg. No.	Reg. Date
PROCRYST	Cambridge Major Laboratories, Inc.	85/356,964	6/27/2011	4258536	12/11/2012
PROTECT YOUR BRAND	Alcami Corporation	87/170,631	9/14/2016	5,342,090	11/21/2017
PROSORB	AAIPharma Services Corp.	75/544,030	8/28/1998	2346573	5/2/2000
OUR TOUR. ON YOUR TIME.	Alcami Corporation	87/859045	4/2/2018	-	-
ALCAMI	Cambridge Major Laboratories, Inc.	—	4/27/2016	20161441095	4/27/2016