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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM488157

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|---|
| DISCOVERY LIFE SCIENCES, LLC | | 08/22/2018 | Limited Liability Company: MASSACHUSETTS |

RECEIVING PARTY DATA

| Name: | ARES CAPITAL CORPORATION, AS AGENT | | |
|-----------------|---|--|--|
| Street Address: | et Address: 245 Park Avenue, 44th floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: DELAWARE | | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 4453486 | DISCOVERY PARTNERS |

CORRESPONDENCE DATA

Fax Number:

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: 312-577-8574

Email: humberto.aquino@kattenlaw.com **Correspondent Name:** HUMBERTO AQUINO C/O KATTEN

Address Line 1: 525 WEST MONROE STREET Address Line 4: CHICAGO, ILLINOIS 60661

| ATTORNEY DOCKET NUMBER: | 337285-00102 |
|-------------------------|-------------------|
| NAME OF SUBMITTER: | HUMBERTO AQUINO |
| SIGNATURE: | /HUMBERTO AQUINO/ |
| DATE SIGNED: | 08/30/2018 |

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2018, is made by the undersigned (the "<u>Grantor</u>"), in favor of Ares Capital Corporation ("<u>Ares</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 30, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the "<u>Credit Agreement</u>"), by and among the Borrower, the other Credit Parties, the Lenders and Ares, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Joinder Agreement, dated as of even date herewith, to that certain Guaranty and Security Agreement dated as of March 30, 2018, by WSHP FC Acquisition LLC and each of its Subsidiaries in favor of Agent (together, with such other amendments, restatements, supplements, joinders or other modifications with respect thereto, entered into from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

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- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable</u>. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

| ACCEPTED AND AGREED as of the date first above written: | DISC By: | Name: WW. | CIENCES, I | ac Geomby | , and a second s |
|---|-------------|-----------|------------|--------------|--|
| ARES CAPITAL CORPORATION as Agent | | | | | |
| By: Name: Title: | | | | | |

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

DISCOVERY LIFE SCIENCES, LLC as Grantor

| By: | | | | | | | | ٠. |
|-----|------|-----|-----------|------|------|------|------|----|
| | Naı | me: | ********* | | | | | ~ |
| | Titl | e: | | | | | | |

ACCEPTED AND AGREED as of the date first above written:

ARES CAPITAL CORPORATION

as Agent

By:

Name.

MARK AR**S**OLTER

Title:

AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Mark | Application | Application | Registration | Registration | Status of | Owner/ |
|-----------------------|-------------|-------------|--------------|--------------|------------|---------------------------------|
| | No. | Date | No. | Date | Mark | Applicant |
| DISCOVERY PARTNERS | 85763435 | 10/25/12 | 4453486 | 12/24/13 | Registered | Discovery Life Sciences, LLC |

2. TRADEMARK APPLICATIONS

None.

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RECORDED: 08/30/2018

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