

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sherpa Clinical Packaging, LLC		10/01/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as First Lien Administrative Agent and Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4121866	THE COMPLETE PACKAGE	
Registration Number:	5417251	ON-TIME, ON-TEMPERATURE	
Registration Number:	5529216	CLINICAL SUPPLY DELIVERED ON-TIME, ON-TE	
Registration Number:	4156980	SHERPA CLINICAL PACKAGING	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F179636 TM 1L		
NAME OF SUBMITTER:	Jonathan Larson		
SIGNATURE:	/Jonathan Larson/		

OP \$115.00 4121866

DATE SIGNED:	10/01/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of October 1, 2018, is made by the Grantor (as identified below), in favor of Jefferies Finance LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Sherpa Clinical Packaging, LLC, a California limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): all Trademarks (as defined in the Security Agreement) owned by the Grantor, and all goodwill of Grantor’s business symbolized by such Trademarks (including, without limitation, the trademarks set forth on Schedule A annexed hereto).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under Section 1(a) of the Security Agreement 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, 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 any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. 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. Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to Grantor.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF 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 LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF

LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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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.

SHERPA CLINICAL PACKAGING, LLC,
as a Grantor

By: 
Name: William T. Mitchell
Title: President & CEO

[Signature Page to First Lien Trademark Security Agreement]


Accepted and Agreed:

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Registered Owner	Trademark Description	Application No. / Filing Date	Registration No. / Registration Date
Sherpa Clinical Packaging, LLC DBA Sherpa Clinical Packaging, LLC		85/403,961	4,156,980
		08/22/2011	06/12/2012
Sherpa Clinical Packaging, LLC DBA Sherpa Clinical Packaging, LLC	THE COMPLETE PACKAGE	85/404,013	4,121,866
		08/22/2011	04/03/2012
Sherpa Clinical Packaging, LLC DBA Sherpa Clinical Packaging, LLC	ON-TIME, ON-TEMPERATURE	87/557,019	5,417,251
		08/04/2017	03/06/2018
Sherpa Clinical Packaging, LLC	CLINICAL SUPPLY DELIVERED ON-TIME, ON-TEMPERATURE	87/725,383	5,529,216
		12/18/2017	07/31/2018