

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501152

|   |  |                       |                     |
|---|--|-----------------------|---------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST  |                       |                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                     |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>  |
| Contract Pharmaceuticals Limited Canada   |  | 12/06/2018            | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                     |
| <b>Name:</b>  | Deerfield Private Design Fund IV, L.P., as Agent                     |                       |                     |
| <b>Street Address:</b>  | c/o Deerfield Management Company, L.P., 780 Third Avenue, 37th Floor |                       |                     |
| <b>City:</b>  | New York   |                       |                     |
| <b>State/Country:</b>   | NEW YORK   |                       |                     |
| <b>Postal Code:</b>   | 10017  |                       |                     |
| <b>Entity Type:</b>   | Limited Partnership: DELAWARE  |                       |                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                     |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>   | 3762102  | CPL                   |                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                     |
| <b>Fax Number:</b>  | 3129021061   |                       |                     |
| <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> |  |                       |                     |
| <b>Phone:</b>   | 312.577.8034   |                       |                     |
| <b>Email:</b>   | oscar.ruiz@kattenlaw.com   |                       |                     |
| <b>Correspondent Name:</b>  | Oscar Ruiz c/o Katten Muchin Rosenman                                |                       |                     |
| <b>Address Line 1:</b>  | 525 West Monroe Street   |                       |                     |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60661  |                       |                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 333285-145   |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | Oscar Ruiz   |                       |                     |
| <b>SIGNATURE:</b>   | /Oscar Ruiz/   |                       |                     |
| <b>DATE SIGNED:</b>   | 12/07/2018   |                       |                     |
| <b>Total Attachments: 5</b>   |  |                       |                     |
| source=contract pharma US trademark security agmt#page1.tif   |  |                       |                     |
| source=contract pharma US trademark security agmt#page2.tif   |  |                       |                     |
| source=contract pharma US trademark security agmt#page3.tif   |  |                       |                     |
| source=contract pharma US trademark security agmt#page4.tif   |  |                       |                     |

CH \$40.00 3762102



**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of December 6, 2018, by Contract Pharmaceuticals Limited Canada, an Ontario corporation (“**Grantor**”), in favor of Deerfield Private Design Fund IV, L.P., in its capacity as Agent for the Secured Parties (each as defined in the Facility Agreement referenced below) (in such capacity, together with its successors and assigns in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Grantee have entered into that certain Facility Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”), pursuant to which the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Loan Parties.

WHEREAS, pursuant to the terms of that certain General Security Agreement and Guarantee dated as of the date hereof, by and among Grantee, Grantor and the other “Grantors” (as defined therein) from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and Lien upon substantially all assets (including the Collateral) of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source or business identifiers of Grantor, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, 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 all common-law rights related thereto, and (b) the right to obtain all renewals thereof (all of the foregoing in clauses (a) and (b), collectively, “**Trademarks**”), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all income, royalties, damages and payments with respect to the foregoing, to secure the payment of all Secured Obligations

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 Facility Agreement and Security Agreement. The representations and warranties contained in the Facility Agreement and the Security Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto; provided, that any claim for breach of such representations and warranties may only be brought under the Facility Agreement and Security Agreement. The provisions of Sections 1.2 and 6.4 of the Facility Agreement are incorporated herein by reference thereto *mutatis mutandis*. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have

the respective meanings ascribed to such terms in the Security Agreement, or if not defined therein, in the Facility Agreement. In the event of a conflict between a provision of the Security Agreement and a provision of this Agreement, the provision of the Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing Lien on and 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 or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto and all other Trademarks, together with any reissues, continuations or extensions thereof, all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all proceeds and products with respect to the foregoing; and

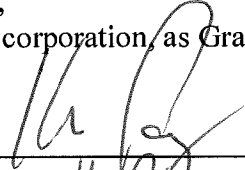
(b) all income, royalties, damages and payments relating to the foregoing, including without limitation, damages payable with respect to any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated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

3. Governing Law. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State.

4. Counterparts. This Agreement may be executed in several counterparts, and by each party hereto on separate counterparts, each of which and any photocopies, facsimile copies and other electronic methods of transmission thereof shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**CONTRACT PHARMACEUTICALS LIMITED**  
**CANADA,**  
an Ontario corporation, as Grantor

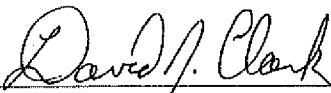
By:   
Name: Kenneth Paige  
Title: CEO

Agreed and accepted as of  
the date first written above:

**DEERFIELD PRIVATE DESIGN FUND IV, L.P.,**  
as Agent

By: Deerfield Mgmt IV, L.P., General Partner

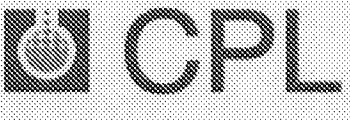
By: J.E. Flynn Capital IV, LLC, General Partner

By: 

Name: David J. Clark

Title: Authorized Signatory

**SCHEDULE A**

| Description/Title  | Application No. | Application Date | Registration No. | Registration Date | Owner/Applicant                               |
|--|-----------------|------------------|------------------|-------------------|---|
|  The logo for Contract Pharmaceuticals Limited Canada (CPL) features a stylized 'C' containing a globe, followed by the letters 'CPL' in a bold, sans-serif font. | 77/487390       | 5/30/2008        | 3762102          | 3/23/2010         | Contract<br>Pharmaceuticals<br>Limited Canada |