

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neos Therapeutics, Inc.		10/02/2019	Corporation: DELAWARE
Neos Therapeutics, LP		10/02/2019	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Encina Business Credit, LLC, as Agent		
Street Address:	123 N. Wacker		
Internal Address:	Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5628952	ADZENYS ER	
Registration Number:	5387222	COTEMPLA XR-ODT	
Registration Number:	5147879	ADZENYS XR-ODT	
Registration Number:	5111115		
Registration Number:	5045871	ADZENYS	
Registration Number:	5281476	NEOS THERAPEUTICS	
Registration Number:	3514100	DYNAMIC TIME RELEASE SUSPENSION	
Registration Number:	3514099	DTRS	
Registration Number:	3951112	NEOS THERAPEUTICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		

OP \$240.00 5628952

TRADEMARK

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7528.013
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	10/02/2019
Total Attachments: 5 source=Neos - Trademark Security Agreement#page1.tif source=Neos - Trademark Security Agreement#page2.tif source=Neos - Trademark Security Agreement#page3.tif source=Neos - Trademark Security Agreement#page4.tif source=Neos - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of October 2, 2019 and is by NEOS THERAPEUTICS, INC., a Delaware corporation, and NEOS THERAPEUTICS, LP, a Texas limited partnership (each, a "**Grantor**" and collectively, the "**Grantors**"), in favor of ENCINA BUSINESS CREDIT, LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

RECITALS

A. Each Grantor, the other Loan Party Obligors party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to NEOS THERAPEUTICS, INC., a Delaware corporation, as a Borrower and Borrower Representative, NEOS THERAPEUTICS BRANDS, LLC, a Delaware limited liability company, as a Borrower, and NEOS THERAPEUTICS, LP, a Texas limited partnership, as a Borrower, as provided therein.

B. Pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, each Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by a Grantor, execute, acknowledge, and deliver to such Grantor all instruments reasonably requested by such Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Each Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of such Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations

or extensions thereof and all goodwill associated therewith; each exclusive trademark license if such Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

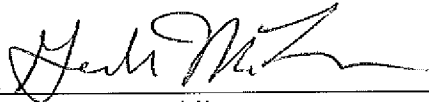
This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

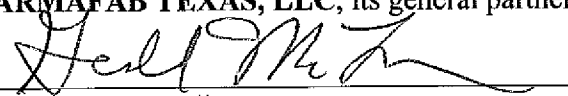
[signature page follows]

Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

NEOS THERAPEUTICS, INC.,
a Delaware corporation

By: 
Name: Gerald McLaughlin
Title: Chief Executive Officer and President

NEOS THERAPEUTICS, LP,
a Texas limited partnership

By: **PHARMAFAB TEXAS, LLC**, its general partner
By: 
Name: Gerald McLaughlin
Title: Sole Manager

Acknowledged by:

ENCINA BUSINESS CREDIT, LLC, as Agent

By: *Jean R. SIE*
Name: JEAN R. SIE
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
ADZENYS ER	87599332	Registered	5628952	12/11/18
COTEMPLA XR-ODT	86847780	Registered	5387222	1/23/18
ADZENYS XR-ODT	86847760	Registered	5147879	2/21/17
[Design Only]	86847757	Registered	5111115	12/27/16
ADZENYS	85949275	Registered	5045871	9/20/16
NEOS THERAPEUTICS	85947902	Registered	5281476	9/5/17
DYNAMIC TIME RELEASE SUSPENSION	78671915	Registered	3514100	10/7/08
DTRS	78671913	Registered	3514099	10/7/08
NEOS THERAPEUTICS	77202145	Registered	3951112	4/26/11