

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEOS THERAPEUTICS, LP		10/02/2019	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Deerfield Mgmt, L.P., as Collateral Agent		
Street Address:	780 Third Avenue		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85949275	ADZENYS	
Serial Number:	85947902	NEOS THERAPEUTICS	
Serial Number:	77202145	NEOS THERAPEUTICS	
Serial Number:	78671913	DTRS	
Serial Number:	78671915	DYNAMIC TIME RELEASE SUSPENSION	
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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	10/07/2019		

CH \$140.00 85949275

Total Attachments: 8

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FIRST SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Supplement**”) made as of October 2, 2019, by NEOS THERAPEUTICS, LP, a Texas limited partnership (“**Grantor**”), in favor of Deerfield Mgmt, L.P., as Collateral Agent (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Neos Therapeutics, Inc., a Delaware corporation (the “**Borrower**”), the other parties from time to time party thereto, and the financial institutions from time to time party thereto as Lenders (the “**Lenders**”) have entered into that certain Facility Agreement dated as of May 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders are extending certain financial accommodations to Grantor and its affiliates (collectively, the “**Loans**”).

WHEREAS, the Lenders have agreed to extend credit to the Borrower pursuant to the Credit Agreement. The Borrower is affiliated with the Grantor.

Whereas, the Borrower and Grantee are engaged in interrelated businesses, and the Grantee will derive substantial direct and indirect benefit from extensions of credit under the Credit Agreement.

WHEREAS, pursuant to the terms of (x) that certain Guaranty and Security Agreement dated as of May 11, 2016, by and among the Borrower, Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), and (y) that certain Intellectual Property Security Agreement, dated as of May 11, 2016, by and between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Intellectual Property 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, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “**IP Collateral**”): (a) all Copyrights and Copyright Licenses; (b) all Patents and Patent Licenses; (c) all Trademarks and Trademark Licenses; (d) all other Licenses; (e) all renewals of any of the foregoing; (f) all of the following: all trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights; (g) all General

Intangibles connected with the use of, or related to, any and all of the foregoing (including, without limitation, all goodwill of Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any Intellectual Property and the use thereof); (h) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing (including any Prepayment Fees and Make Whole Interest and Exit Payment owed pursuant to Section 2.3 of the Credit Agreement), including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof; (i) the right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and all of the Grantor's rights corresponding to any of the foregoing throughout the world, in each case other than Excluded Property. Notwithstanding anything herein, or in any other Loan Document, to the contrary, in no event shall the IP Collateral include any Excluded Property.

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 to supplement the Intellectual Property Security Agreement as follows:

1. Incorporation of Credit Agreement, Guaranty and Security Agreement and Intellectual Property Security Agreement. The provisions of Sections 1.2 and 6.4 of the Credit 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 Guaranty and Security Agreement, or if not defined therein, in the Credit Agreement or the Intellectual Property Security Agreement. In the event of a conflict between a provision of the Guaranty and Security Agreement and a provision of this Supplement (or the Intellectual Property Security Agreement as amended and/or supplemented by this Supplement), the provisions of the Guaranty and Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations (including any Prepayment Fees and Make Whole Interest and Exit Payment owed pursuant to Section 2.3 of the Credit Agreement), Grantor unconditionally and irrevocably collaterally assigns and grants to Grantee, for its benefit and the benefit of the other Secured Parties, and reaffirms, restates, and ratifies its prior assignment and grant to Agent, for its benefit and the benefit of the other Secured Parties, pursuant to the Guaranty and Security Agreement and the Intellectual Property Security Agreement, of a security interest in all of Grantor's right, title and interest in and to all of its Intellectual Property (including all IP Collateral, as defined in the Intellectual Property Security Agreement), whether now owned or existing or hereafter created, acquired or arising:

(a) each Patent listed on Schedule A annexed hereto and all other Patents, together with all rights therein, all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations thereof and all products, proceeds, substitutions and accessions of or to any of the foregoing;

(b) each Trademark listed on Schedule A annexed hereto and all other Trademarks, together with all rights therein, 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;

(c) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement, misappropriation and dilution of the intellectual property rights identified above; and

(d) all income, royalties, damages and payments relating to the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof and all proceeds and products with respect to the foregoing.

Notwithstanding the foregoing, no Lien or security interest is hereby granted in any Excluded Property.

3. Incorporation of the Intellectual Property Security Agreement. The terms and provisions of the Intellectual Property Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Intellectual Property Security Agreement, all of the provisions of which Intellectual Property Security Agreement are and remain in full force and effect. Any reference after the date hereof in any Loan Document to the Intellectual Property Security Agreement shall be a reference to the Intellectual Property Security Agreement as amended and supplemented by this Supplement.

4. Reaffirmation of Obligations. Grantor hereby reaffirms its obligations under the Intellectual Property Security Agreement, the Guaranty and Security Agreement and all other Loan Documents. Grantor hereby further ratifies and reaffirms the validity and enforceability of all of the Liens and security interests heretofore granted, pursuant to and in connection with the Intellectual Property Security Agreement, the Guaranty and Security Agreement or any other Loan Document, to Grantee (for the benefit of the Secured Parties), as collateral security for the obligations (including, without limitation, the Obligations (including any Prepayment Fees and Make Whole Interest and Exit Payment owed pursuant to Section 2.3 of the Credit Agreement)) under the Loan Documents in accordance with their respective terms, and acknowledges that all of such Liens and security interests, and all Collateral (including, without limitation, the IP Collateral (as defined in the Intellectual Property Security Agreement)) heretofore pledged as security for such obligations (including, without limitation, the Obligations (including any Prepayment Fees and Make Whole Interest and Exit Payment owed pursuant to Section 2.3 of the Credit Agreement)), continue to be and remain collateral for such obligations (including, without limitation, the Obligations (including any Prepayment Fees and Make Whole Interest and Exit Payment owed pursuant to Section 2.3 of the Credit Agreement)) from and after the date hereof.

5. Ratification. Grantor hereby restates, ratifies and reaffirms each and every term and condition set forth in the Intellectual Property Security Agreement effective as of the date hereof and as amended hereby.

6. Governing Law. This Supplement 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.

7. Counterparts. This Supplement may be executed in several counterparts, and by each party 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.

[Signature Page Follows]

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

NEOS THERAPEUTICS, LP, a Texas limited partnership

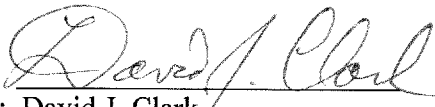
By: PharmaFab Texas, LLC, its general partner

By: 
Name: Gerald McLaughlin
Title: Sole Manager

Agreed and Accepted
As of the Date First Written Above:

DEERFIELD MGMT, L.P., as Agent and
Grantee

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

By: 
Name: David J. Clark
Title: Authorized Signatory

SCHEDULE A

Patents

Application No.	Application Date	Patent No.	Registration Date
11/068,124	02/28/2005	8,318,210	11/27/2012
14/045,671	10/03/2013	9,522,120	12/20/2016
PCT/US06/06670 (PCT)	02/24/2006	N/A	N/A
12/717,251	03/04/2010	8,840,924	09/22/2014
PCT/US08/65408 (PCT)	05/30/2008	N/A	N/A
12/985,340	01/05/2011	8,470,375	06/25/2013
13/490,697	06/07/2012	8,512,759	08/20/2013
13/904,739	05/29/2013	9,057,675	06/16/2015
13/210,829	08/16/2011	N/A	N/A
PCT/US12/44698	06/28/2012	N/A	N/A
13/947,881	07/22/2013	8,709,491	04/29/2014
13/844,537	03/15/2013	9,017,731	04/28/2015
14/661,639	03/18/2015	9,265,737	02/23/2016
13/844,555	03/15/2013	9,839,619	12/12/2017
13/844,628	03/15/2013	N/A	N/A
13/844,584	03/15/2013	9,072,680	07/07/2015
13/947,907	07/22/2013	9,089,496	07/28/2015
13/947,861	07/22/2013	N/A	N/A
13/844,510	03/15/2013	N/A	N/A

Application No.	Application Date	Patent No.	Registration Date
PCT/US17/59256 (PCT)	10/31/2017	N/A	N/A
16/346,850	05/01/2019	N/A	N/A
PCT/US12/45255 (PCT)	07/02/2012	N/A	N/A
12/130,762	05/30/2008	8,313,770	11/20/2012

Trademarks

Description of the Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ADZENYS	85949275	6/3/13	5045871	9/20/16
NEOS THERAPEUTICS	85947902	5/31/13	5281476	9/5/17
Neos Therapeutics	77202145	6/09/07	3951112	4/25/11
DTRS	78671913	7/16/05	3514099	10/07/08
Dynamic Time Release Suspension	78671915	7/16/05	3514100	10/07/08