

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Progenics Pharmaceuticals, Inc.		08/18/2020	Corporation: DELAWARE
Molecular Insight Pharmaceuticals, Inc.		08/18/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	1525 West W.T. Harris Blvd.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	90015618	ULTRATRACE
Registration Number:	6120752	PYLARIFY
Registration Number:	5921779	PROGENICS PHARMACEUTICALS
Registration Number:	5637259	PROGENICS PHARMACEUTICALS
Registration Number:	5835950	PROGENICS PHARMACEUTICALS
Registration Number:	5944787	AZEDRA SERVICE CONNECTION
Registration Number:	5795290	AZEDRA
Registration Number:	5388568	PYL RESEARCH ACCESS PROGRAM
Registration Number:	6058956	FIND FIGHT AND FOLLOW
Registration Number:	5788132	FIND FIGHT AND FOLLOW
Registration Number:	5566264	FIND FIGHT AND FOLLOW
Registration Number:	5546399	FIND FIGHT AND FOLLOW
Registration Number:	5566265	FIND FIGHT AND FOLLOW
Registration Number:	4898869	AZEDRA
Registration Number:	3496687	PROGENICS
Registration Number:	3496688	PROGENICS PHARMACEUTICALS
Registration Number:	3613887	ULTRATRACE

OP \$465.00 90015618

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3261505	MOLECULAR INSIGHT
CORRESPONDENCE DATA		
Fax Number:	8009144240	
	<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:	800-713-0755	
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com	
Correspondent Name:	CT Corporation	
Address Line 1:	4400 Easton Commons Way	
Address Line 2:	Suite 125	
Address Line 4:	Columbus, OHIO 43219	
NAME OF SUBMITTER:	Elaine Carrera	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	08/19/2020	
Total Attachments: 6		
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2020 (“Trademark Security Agreement”), made by PROGENICS PHARMACEUTICALS, INC., a Delaware corporation and MOLECULAR INSIGHT PHARMACEUTICALS, INC., a Delaware corporation (each a “Grantor”), is in favor of WELLS FARGO BANK, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, each Grantor is party to that certain Guarantee and Collateral Agreement, dated as of June 27, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent, pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has created in favor of the Collateral Agent a security interest in the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) the registered and applied-for Trademarks of each Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement, including in any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d); and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral

Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

The term of this Trademark Security Agreement shall be co-terminus with the Guarantee and Collateral Agreement. Upon termination of this Trademark Security Agreement, all liens on and security interests in the Trademark Collateral shall be deemed automatically released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all at the Grantors' sole cost and expense.

Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.


THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in ".pdf" or similar format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

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IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

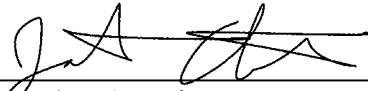
PROGENICS PHARMACEUTICALS, INC.
MOLECULAR INSIGHT PHARMACEUTICALS, INC.

By: 
Name: Daniel Niedzwiecki
Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

WELLS FARGO BANK, N.A.,
as Collateral Agent

By: 
Name: Jonathan Antonio
Title: Director

Schedule 1

TRADEMARKS

Trademarks

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
ULTRATRACE	(90015618)	(6/23/2020)	PROGENICS PHARMACEUTICALS, INC.
PYLARIFY	6120752	08/04/2020	PROGENICS PHARMACEUTICALS, INC.
PROGENICS PHARMACEUTICALS	5921779	11/26/2019	PROGENICS PHARMACEUTICALS, INC.
PROGENICS PHARMACEUTICALS	5637259	12/25/2018	PROGENICS PHARMACEUTICALS, INC.
PROGENICS PHARMACEUTICALS	5835950	8/13/2019	PROGENICS PHARMACEUTICALS, INC.
AZEDRA SERVICE CONNECTION	5944787	12/24/2019	PROGENICS PHARMACEUTICALS, INC.
AZEDRA & DESIGN	5795290	7/2/2019	PROGENICS PHARMACEUTICALS, INC.
PYL RESEARCH ACCESS PROGRAM	5388568	1/23/2018	PROGENICS PHARMACEUTICALS, INC.
FIND FIGHT AND FOLLOW	6058956	5/19/2020	PROGENICS PHARMACEUTICALS, INC.
FIND FIGHT AND FOLLOW	5788132	6/25/2019	PROGENICS PHARMACEUTICALS, INC.
FIND FIGHT AND FOLLOW	5566264	9/18/2018	PROGENICS PHARMACEUTICALS, INC.
FIND FIGHT AND FOLLOW	5546399	8/21/2018	PROGENICS PHARMACEUTICALS, INC.
FIND FIGHT AND FOLLOW	5566265	9/18/2018	PROGENICS PHARMACEUTICALS, INC.
AZEDRA	4898869	2/9/2016	PROGENICS PHARMACEUTICALS, INC.
PROGENICS	3496687	9/2/2008	PROGENICS PHARMACEUTICALS, INC.
PROGENICS PHARMACEUTICALS	3496688	9/2/2008	PROGENICS PHARMACEUTICALS, INC.
ULTRATRACE	3613887	4/28/2009	PROGENICS PHARMACEUTICALS, INC.
MOLECULAR INSIGHT	3261505	7/10/2007	MOLECULAR INSIGHT PHARMACEUTICALS, INC.