

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RxAnte, LLC (f/k/a RxAnte Inc.)		05/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86123056	RXANTE	
Serial Number:	86123138	VFA	
Serial Number:	86123200	KNOW THE FUTURE. THEN CHANGE IT.	
Serial Number:	86123240	THE FUTURE OF PATIENT ADHERENCE	
Serial Number:	86266309	RXFORECAST	
Serial Number:	86266347	RXEFFECT	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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) 455-2895		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Samantha J. Himelman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1664		
NAME OF SUBMITTER:	Samantha J. Himelman		
SIGNATURE:	/sjh/		

CH \$165.00 86123056

DATE SIGNED:	06/12/2014
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Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of May 16, 2014 is made by RxAnte, LLC (f/k/a/ RxAnte Inc.), a Delaware limited liability company, with an address at 6862 Elm Street, Suite 320, McLean, VA 22101 (the “Grantor”), in favor of JP Morgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of April 16, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Millennium Lab Holdings II, LLC (“Holdings”), Millennium Laboratories, LLC. (the “Borrower”), the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and the Grantor have executed and delivered a Guarantee and Collateral Agreement, dated as of April 16, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower and the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. To secure the extension of credit under the Credit Agreement and the performance of its Guarantee Obligations thereunder, the Grantor hereby pledges and grants a security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an

Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RXANTE, LLC

By: 
Name: Tim Kennedy
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights by RxAnte, LLC]

TRADEMARK
REEL: 005301 FRAME: 0525

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders



By: _____
Name: **Dawn Lee Lum**
Title: **Executive Director**

[Signature Page to Grant of Security Interest in Trademark Rights by RxAnte, LLC]

TRADEMARK
REEL: 005301 FRAME: 0526

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
RXANTE	86/123,056	RxAnte, LLC (f/k/a RxAnte Inc.)
VFA	86/123,138	RxAnte, LLC (f/k/a RxAnte Inc.)
KNOW THE FUTURE. THEN CHANGE IT.	86/123,200	RxAnte, LLC (f/k/a RxAnte Inc.)
THE FUTURE OF PATIENT ADHERENCE	86/123,240	RxAnte, LLC (f/k/a RxAnte Inc.)
RXFORECAST	86/266,309	RxAnte, LLC (f/k/a RxAnte Inc.)
RXEFFECT	86/266,347	RxAnte, LLC (f/k/a RxAnte Inc.)