

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Huvepharma Inc.		11/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., London Branch, as Security Agent		
Street Address:	Canada Square, Canary Wharf		
Internal Address:	13th Floor, Citigroup Centre		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5LB		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2745155	ADVENT	
Registration Number:	2815097		
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	387124-10		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/20/2014		
Total Attachments: 4			
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GRANT OF TRADEMARK SECURITY INTEREST

November 17, 2014

WHEREAS, HUVEPHARMA INC., a Delaware corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Huvepharma International B.V. (“Company”), Huvepharma AD (“Huvepharma”), the Grantor, and a few other subsidiaries of the Company have entered into a Facilities Agreement dated August 15, 2014 (said Facilities Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Credit Agreement”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “Lenders”), Citibank International PLC, as the agent, Citibank, N.A., London Branch, as security agent for the Secured Parties (as defined in the Facilities Agreement) (in such capacity, the “Security Agent”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of November 17, 2014 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Security Agreement”), among Grantor and the Security Agent, Grantor has created in favor of the Security Agent a security interest in, and the Security Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Security Agent pursuant to the Security Agreement, Grantor hereby grants to the Security Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the

Trademarks and associated therewith, other than any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law (for the avoidance of doubt, upon the filing of any "Statement of Use" or "Amendment to Allege Use" with respect thereto, such trademark shall automatically become part of the Trademark Collateral and subject to the security interest pledged); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Security Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

HUVEPHARMA INC.

By: 
Name: Glen Wilkinson
Title: President

Signature Page to Grant of Trademark Security Interest

TRADEMARK
REEL: 005405 FRAME: 0187

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Title	Type	No.	App. Date	Reg. No.	Reg. Date
US - ADVENT	Trademark	78/102159	1/11/02	2745155	7/29/03
US -- ADVENT logo	Trademark	78/226972	3/18/03	2815097	2/17/04