

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIMEDA INC.		07/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COOPERATIEVE RABOBANK U.A., TRADING AS RABOBANK DUBLIN		
Street Address:	Charlemont Place		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	BANK: IRELAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2969637	PENAQUA SOL-G	
Registration Number:	2842790	EXODUS	
Registration Number:	2816856	PRO-PEN-G	
Registration Number:	3287311	TETRAMED	
Registration Number:	3210017	NEOMED 325	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	612-371-3501		
Email:	tmg@lindquist.com		
Correspondent Name:	Marilyn J. Hargens		
Address Line 1:	80 South 8th Street		
Address Line 2:	Suite 4200 IDS Center		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
NAME OF SUBMITTER:	Marilyn J. Hargens		
SIGNATURE:	/Marilyn Hargens/		
DATE SIGNED:	07/20/2016		
Total Attachments: 12			
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EXECUTION COPY

EXECUTION VERSION

**TRADEMARK AND PATENT
SECURITY AGREEMENT**

THIS TRADEMARK AND PATENT SECURITY AGREEMENT dated as of July 20, 2016, is executed and delivered by BIMEDA INC., a corporation organized under the laws of Delaware (the "Debtor"), in favor of COÖPERATIEVE RABOBANK U.A., TRADING AS RABOBANK DUBLIN, a bank registered in Ireland, and for the purposes of this agreement having its offices located at Charlemont Place, Dublin 2, Ireland, in its capacity as the security trustee under the Credit Agreement referred to below (in such capacity, the "Security Trustee").

WHEREAS, Bimeda Holdings PLC ("Holdings") and certain of its subsidiaries, including the Debtor (Holdings and such subsidiaries, collectively the "Borrowers") and the Security Trustee, as security trustee, have entered into that certain Multicurrency Term and Revolving Facilities Agreement dated July __, 2016 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Security Trustee has agreed to extend certain financial accommodations to the Borrowers subject to the terms thereof;

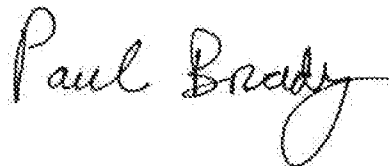
WHEREAS, the Debtor, Cross Vetpharm Holdings, Inc. and the Security Trustee have entered into that certain security agreement dated as of the date hereof (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement") pursuant to which the Debtor, in order to secure the prompt and complete payment, observance and performance, when due (whether at stated maturity, by acceleration or otherwise) of all Obligations, has collaterally assigned and pledged to the Security Trustee, and granted to the Security Trustee a security interest and lien in and to, the Collateral (as defined in the Security Agreement); and

WHEREAS, it is a condition precedent to the Security Trustee's extension of such financial accommodations under the Credit Agreement that the Debtor execute and deliver this Agreement;

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor hereby agrees with the Security Trustee as follows:

Section 1. Security Interest in Trademarks. Pursuant to the terms of this Agreement, and to secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Debtor hereby grants to the Security Trustee a security interest in all of the Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"): (a) the registered trademarks, trademark applications, service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith

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and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of the Debtor's rights corresponding thereto throughout the world; (b) the goodwill of the Debtor's business connected with and symbolized by the Trademark Collateral; and (c) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing. Notwithstanding any other provision of this Agreement, in no event shall the Trademark Collateral include, or the Debtor have any other obligation hereunder, with respect to any Excluded IP Collateral, as defined in the Security Agreement.

Section 2. Security Interest In Patents. Pursuant to the terms of this Agreement and to secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Debtor hereby grants to the Security Trustee a security interest in all of the Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Patent Collateral" and together with the Trademark Collateral, the "Collateral"): (a) all patents and patent applications, including without limitation, the registered patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of the Debtor's rights corresponding thereto throughout the world; and (b) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing. Notwithstanding any other provision of this Agreement, in no event shall the Patent Collateral include, or the Debtor have any other obligation hereunder, with respect to any Excluded IP Collateral, as defined in the Security Agreement.

Section 3. Limitation on Certain Provisions. Notwithstanding any other provision of this Agreement or the Security Agreement, (i) no representation, warranty, covenant, obligation, agreement or other provision (collectively, "Subject Provisions") herein or therein, except the grant of a security interest effected hereby and thereby and any Subject Provisions relating solely to such grant, shall be deemed to refer to or include within its scope any Trademark Collateral or Patent Collateral other than the Trademark Collateral listed on Schedule 1 attached hereto, and (ii) the Trademark Collateral is subject to a security interest but not to any collateral assignment.

Section 4. Restrictions on Future Agreements. Except as permitted by the Credit Agreement, the Debtor shall not enter into any agreement, including without limitation, any license or royalty agreement, which purports to transfer or assign any interest in any of the Collateral to any Person, except that so long as no Event of Default has occurred and is continuing, the Debtor may enter into license or royalty agreements with respect to the Collateral. The Debtor will not take any action or fail to take any action, and will use its best efforts to prevent any action known by the Debtor by any Person, which could reasonably be expected to materially adversely affect the validity or enforceability of the rights transferred to the Security Trustee under this Agreement or the rights associated with any of the Collateral.



Section 5. New Collateral. If, prior to the termination of this Agreement, the Debtor shall obtain rights to any trademarks, trademark applications, service marks, service mark applications, patents, patent applications or other property which constitutes or would constitute Collateral other than those listed on Schedules 1 and 2, or the Debtor shall register any Collateral with the United States Patent and Trademark Office ("USPTO") which Collateral is not so registered as of the date hereof, the Debtor shall promptly so notify the Security Trustee in writing. Upon such occurrence, the Debtor shall, at the request of the Security Trustee and at the Debtor's sole cost and expense, execute and deliver any and all agreements, instruments, documents, and papers as the Security Trustee may request to subject such other trademarks, trademark applications, service marks, service mark applications, patents, patent applications or other property to the security interest effected hereby and/or to perfect such security interest.

Section 6. Representations. The Debtor represents and warrants to the Security Trustee that:

(a) The Trademark Collateral and the Patent Collateral has been duly registered with, filed in or issued by, as the case may be, the United States Patent and Trademark Office or other filing offices, domestic or foreign, to the extent necessary to reasonably protect such Collateral under any applicable law, and such registrations, issuances and applications are in full force and effect;

(b) To the knowledge of the Debtor, no claim has been made that the use of any of the Trademark Collateral infringes upon the rights of any Person;

(c) The Debtor (i) is the sole owner of the entire and unencumbered right, title, and interest in and to all of the Trademark Collateral (other than any trademark or service mark application), free and clear of any Liens, and (ii) to the knowledge of the Debtor, is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademark Collateral consisting of any trademark or service mark application, free and clear of any Liens;

(d) None of the Trademark Collateral or Patent Collateral has been adjudged invalid or unenforceable in whole or in part;

(e) To the knowledge of the Debtor, no claim has been made that the use of any of the Patent Collateral infringes upon the rights of any Person;

(f) The Debtor (i) is the sole owner of the entire and unencumbered right, title, and interest in and to all of the Patent Collateral (other than any patent application), free and clear of any Liens, and (ii) to the knowledge of the Debtor, is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Patent Collateral consisting of any patent application, free and clear of any Liens,

(g) Schedule 3 hereof sets forth all material license and royalty agreements or other arrangements regarding or in any way relating to any Collateral (the "License Agreements") and no item set forth on Schedule 3 hereof prohibits or limits the Debtor in



any way from granting to the Security Trustee the security interest effected by this Agreement.

Section 7. Royalties, No Liability. The Security Trustee's interest in the Collateral as granted and authorized by the Debtor hereunder shall be coextensive with the Debtor's interest in the Collateral and shall not create any liability for the payment of royalties or other charges from the Security Trustee to the Debtor. Notwithstanding any other provision of this Agreement to the contrary, the Debtor expressly acknowledges and agrees that it shall continue to observe and perform all of the conditions and obligations contained in the License Agreements to be observed and performed by it, and that neither this Agreement, nor any action taken pursuant hereto, shall cause the Security Trustee to be under any obligation or liability in any respect whatsoever to any party to any License Agreement or to any other Person for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained.

Section 8. Right to Inspect. The Security Trustee shall have the right from time to time, upon reasonable notice and during normal business hours, to enter upon the Debtor's premises and to examine the Debtor's books, records and operations relating to the Collateral. After the occurrence and during the continuance of an Event of Default, the Debtor agrees that the Security Trustee shall have the right to take any and all actions to preserve the Collateral and any and all infringements thereon.

Section 9. Termination of Security Interest. This Agreement is made for collateral security purposes only. Upon the payment in full of all of the Obligations or upon the earlier termination as agreed upon by both the Debtor and the Security Trustee, this Agreement and the Security Trustee's interest in the Collateral shall terminate and the Security Trustee shall execute and deliver to the Debtor at the Debtor's sole cost and expense, all termination statements and other instruments as the Debtor may reasonably request to terminate the Security Trustee's security interest in the Collateral. Any affidavit, certificate or other written statement of any officer of the Security Trustee stating that any part of the Obligations remains unpaid or unperformed, shall be and constitute conclusive evidence of the continuing effectiveness of this Agreement and any Person receiving any such affidavit, certificate or statement, may, and is hereby authorized to, rely thereon.

Section 10. Additional Obligations of the Debtor.

(a) The Debtor shall take all reasonable and necessary action to preserve and maintain all of the Debtor's rights in the Collateral, including without limitation, making timely filings with the USPTO for renewals and extensions and diligently monitoring unauthorized use of the Collateral except for such filings and other actions, the failure to complete of which would not be reasonably likely to have a material adverse effect. Any expenses incurred in connection with the foregoing shall be borne by the Debtor.

(b) The Debtor shall notify the Security Trustee promptly if the Debtor knows that any application or registration relating to any Collateral may become abandoned or knows of any material adverse determination or development (including without limitation, the institution of, or any such determination or development in, any proceeding in the USPTO or any court) regarding the Debtor's ownership of or the



Security Trustee's interest in, any Collateral, their right to register the same, or their right to keep and maintain the same.

(c) The Debtor will at the Debtor's sole cost and expense, take or cause to be taken all necessary steps and actions, including without limitation, in any proceeding before the USPTO or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to use its best efforts to obtain the relevant registration) and to maintain the Collateral, including without limitation, filing of applications for renewal and payment of maintenance fees except for such filings and other actions, the failure to complete of which would not be reasonably likely to have a material adverse effect.

(d) If any of the Collateral is infringed by any Person, the Debtor shall notify the Security Trustee promptly after the Debtor learns thereof. At the Security Trustee's request, if such infringement would be reasonably likely to have a material adverse effect, and at the Debtor's sole cost and expense, the Debtor shall promptly bring any claim for infringement and for recovery of any and all damages for such infringement (with counsel acceptable to the Security Trustee, if counsel is necessary), or take such other actions as shall be appropriate under the circumstances to protect such Collateral.

Section 11. Security Trustee Appointed Attorney-in-Fact. The Debtor hereby irrevocably appoints the Security Trustee as the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of Debtor or otherwise, from time to time, upon the occurrence and during the continuance of an Event of Default, in the Security Trustee's discretion, to take any action and to execute any instrument which the Security Trustee may deem necessary or advisable to accomplish the purposes of this Agreement and to exercise any rights and remedies the Security Trustee may have under this Agreement or Applicable Law, including, without limitation: (a) to obtain and adjust insurance required to be maintained pursuant to the Security Agreement; (b) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (c) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) or (b) above; (d) to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patent Collateral or Trademark Collateral to any third party; (e) to grant an exclusive or non-exclusive license under any of the Patent Collateral or Trademark Collateral; and (f) to file any claims or take any action or institute any proceedings which the Security Trustee may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Security Trustee with respect to any of the Collateral. The power-of-attorney granted hereby shall be irrevocable and coupled with an interest.

Section 12. The Security Trustee's Duties. The powers conferred on the Security Trustee hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon the Security Trustee to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Security Trustee shall have no duty as to any Collateral. The Security Trustee shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Security Trustee accords its own



property; it being understood that the Security Trustee shall be under no obligation to take any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral, but may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Debtor and shall be added to the Obligations.

Section 13. Right to Sue. If an Event of Default has occurred and is continuing, the Security Trustee shall have the right, but not the obligation, to bring suit in its own name or in the name of the Debtor to enforce any rights pertaining to the Collateral and, if the Security Trustee shall commence any such suit, the Debtor shall, at the request of the Security Trustee and at the sole cost and expense of the Debtor, cooperate fully to the extent requested by the Security Trustee in aid of such enforcement. The Debtor shall, upon demand, promptly reimburse the Security Trustee for all reasonable costs and expenses incurred by the Security Trustee in the exercise of such enforcement (including without limitation, the reasonable fees and expenses of attorneys, paralegals, accountants, and other experts).

Section 14. Exercise of Rights and Remedies upon an Event of Default. In addition to the right set forth in Section 13 hereof, if an Event of Default shall have occurred, the Security Trustee may exercise any and all the rights and remedies as set forth in the Security Agreement.

Section 15. Application of Proceeds. All proceeds from each sale of or other realization upon, all or any part of the Collateral following an Event of Default shall be applied by the Security Trustee in the order provided for in the Security Agreement.

Section 16. Rights Cumulative. The rights and remedies of the Security Trustee under this Agreement, the Credit Agreement and each other document or instrument evidencing or securing the Obligations shall be cumulative and not exclusive of any rights or remedies which it would otherwise have, including, but not limited to, those rights afforded by the Uniform Commercial Code and other Applicable Laws. In exercising its rights and remedies the Security Trustee may be selective and no failure or delay by the Security Trustee in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

Section 17. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 18. Notices. All notices shall be given and shall be deemed effective in accordance with the notice provisions contained in the Credit Agreement.

Section 19. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of the Obligations or the earlier termination as agreed upon by both the Debtor and the Security Trustee, (b) be binding upon the Debtor, its successors and assigns and (c) inure the benefit of the Security Trustee, and its successors and assigns. The Debtor's successors and

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assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefore.

Section 20. Applicable Law. Severability. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 21. Waiver of Notice, Bond and Other Laws. THE DEBTOR WAIVES (a) ANY NOTICE PRIOR TO THE TAKING OF POSSESSION OR CONTROL OF THE COLLATERAL OR ANY POSTING OF ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING THE SECURITY TRUSTEE TO EXERCISE ANY OF THE SECURITY TRUSTEE'S REMEDIES SET FORTH HEREIN AND (b) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS.

Section 22. Security Interest Absolute. All rights of the Security Trustee hereunder, the grant of a security interest in the Collateral and all obligations of the Debtor hereunder, shall, to the extent permitted under applicable law, be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, or any other agreement or instrument relating thereto, (b) any change in the time, manner or place of the payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the terms of the Credit Agreement, (c) any exchange, release or nonperfection of any other collateral securing all or any part of any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Debtor in respect of the Obligations or in respect of this Agreement.

Section 23. Indemnification. The Debtor agrees to indemnify the Security Trustee, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against the Security Trustee in any way relating to or arising out of any action taken by the Security Trustee pursuant to the terms of this Agreement; provided, however, that the Debtor shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Security Trustee's gross negligence or willful misconduct occurring after the Security Trustee has accelerated the Obligations and foreclosed on the Collateral. Without limiting the generality of the foregoing, the Debtor agrees to reimburse the Security Trustee promptly upon demand for any out-of-pocket expenses (including counsel fees and expenses of the counsel(s) of the Security Trustee's own choosing) incurred by the Security Trustee in connection with the preparation, execution, administration, or enforcement of, or legal advice with respect to the rights or responsibilities of the parties under, this Agreement, any suit or action brought by the Security Trustee to enforce the terms of this Agreement, any "lender liability" suit or claim brought against the Security Trustee. Such out-of-pocket expenses (including counsel fees) shall be advanced by the Debtor on the request of the Security Trustee notwithstanding any claim or assertion that the Security Trustee is not entitled to

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indemnification hereunder upon receipt of an undertaking by the Security Trustee that the Security Trustee will reimburse the Debtor if it is actually and finally determined by a court of competent jurisdiction that the Security Trustee is not so entitled to indemnification. The agreements in this Section shall survive the termination of this Agreement. The Security Trustee agrees to give the Debtor prompt notice of any suit or cause of action brought against the Security Trustee which is covered by this Section.

Section 24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument.

Section 25. Definitions. For purposes of this Agreement:

(a) Capitalized terms not otherwise defined herein are used herein with the respective meanings given them in the Security Agreement.

(b) References in this Agreement to any document, instrument or agreement (i) shall include all exhibits, schedules and other attachments thereto, (ii) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (iii) shall mean such document, instrument or agreement or replacement, as amended, modified or supplemented from time to time.

[Signatures on Following Pages]

A handwritten signature in cursive script that reads "Paul Brady". The signature is written in dark ink and is positioned to the right of the text "[Signatures on Following Pages]".

IN WITNESS WHEREOF, the Debtor has duly executed and delivered this Trademark and Patent Security Agreement under seal as of the date and year first written above.

BIMEDA INC., a Delaware corporation

By: 

Name: Donal Tierney

Title: Director

By: 

Name: Paul Brady

Title: Director and Secretary

Security Trustee's Address for Notices:

Coöperatieve Rabobank U.A., Trading as Rabobank Dublin
Charlemont Place
Dublin 2
Ireland



Signature Page to
Trademark and Patent Security Agreement

SCHEDULE 1

Trademark Registrations and Applications

<u>Debtor/Registered Owner</u>	<u>Trademark</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Bimeda Inc.	PEN AQUO SOL G	2,969,637	7/19/2005
Bimeda Inc.	EXODUS	2,842,790	5/18/2004
Bimeda Inc.	PRO-PEN-G	2,816,856	2/24/2004
Bimeda Inc.	TETRAMED	3,287,311	9/4/2007
Bimeda Inc.	NEO MED 325	3,210,017	2/20/2007

Paul Brady

SCHEDULE 2

Patents

NONE

Paul Brady

SCHEDULE 3

License Agreements

NONE

Paul Brady