

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Angiotech Pharmaceuticals, Inc.		05/07/2019	Company: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3909362	ANGIOTECH	
Registration Number:	3757990	ANGIOTECH	
Registration Number:	3763579		
Registration Number:	2219455	ANGIOTECH	
Registration Number:	2160032	CELLPAKER	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	05/07/2019		

OP \$140.00 3909362

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 7, 2019 (this “**Trademark Security Agreement**”), by ANGIOTECH PHARMACEUTICALS, INC., a company organized under the laws of British Columbia, Canada (the “**Grantor**”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of May 7, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

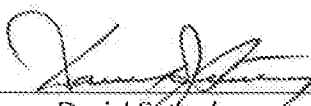
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

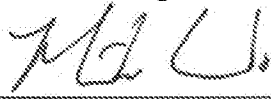
[Signature pages follow]

ANGIOTECH PHARMACEUTICALS, INC.

By: 
Name: Daniel Sutherby
Title: Chief Financial Officer, Treasurer and
Secretary

[Signature Page to Trademark Security Agreement]

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Matthew Corrado
Title: Duly Authorized Signatory

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Registration Date	Registration No.
Angiotech Pharmaceuticals, Inc.	ANGIOTECH	1/18/2011	3909362
Angiotech Pharmaceuticals, Inc.	ANGIOTECH	3/9/2010	3757990
Angiotech Pharmaceuticals, Inc.	THREE CRESCENT GRAPHIC (B&W)	3/23/2010	3763579
Angiotech Pharmaceuticals, Inc.	ANGIOTECH	1/19/1999	2219455
Angiotech Pharmaceuticals, Inc.	CELLPAKER	5/26/1998	2160032

Applications:

None.