

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guggenheim Corporate Funding, LLC		08/09/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Guggenheim Credit Services, LLC		
Street Address:	330 Madison Avenue		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3842184	HALOMAX 75	
Registration Number:	1392019	ACETO	
Registration Number:	1309606	ANTI-CLOG	
Registration Number:	4556118	PROFINE 75	
Registration Number:	4294131	FRESH PACK	
Registration Number:	4083719	ELAST	
Registration Number:	4974388	DICROMAX 8	
Registration Number:	5676227	MITOMAX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-819-2655		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Peter Giovine/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1551528-0002-BC15		

CH \$215.00 3842184

NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	08/09/2019
Total Attachments: 6 source=Atlas - Assignment of Trademark Security Agreement (Executed)#page1.tif source=Atlas - Assignment of Trademark Security Agreement (Executed)#page2.tif source=Atlas - Assignment of Trademark Security Agreement (Executed)#page3.tif source=Atlas - Assignment of Trademark Security Agreement (Executed)#page4.tif source=Atlas - Assignment of Trademark Security Agreement (Executed)#page5.tif source=Atlas - Assignment of Trademark Security Agreement (Executed)#page6.tif	

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (the “Assignment”) is made and entered into as of August 9, 2019 by **GUGGENHEIM CORPORATE FUNDING, LLC**, a Delaware limited liability company, as the original administrative agent and collateral agent (in such capacity, “Assignor”), in favor of **GUGGENHEIM CREDIT SERVICES, LLC**, a Delaware limited liability company with an address at 330 Madison Avenue, 11th Floor, New York, New York 10017, as the successor administrative agent and collateral agent (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Security Agreement, dated as of April 29, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Aceto Life Sciences, L.L.C., Aceto US, L.L.C. (each, a “Grantor”, and collectively, the “Grantors”), the other grantors party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the trademark security agreement made by the Grantors in favor of Assignor recorded at the United States patent and Trademark Office on April 30, 2019 at Reel/Frame 6632/0765 (the “Trademark Security Agreement”), each Grantor has granted to Assignor a continuing security interest in all right, title and interest in and to any and all of the Trademark Collateral (as such term is used in the Trademark Security Agreement), including the trademarks set forth on Schedule I; and

WHEREAS, pursuant to that certain Agent Resignation and Substitution Agreement, dated as of July 10, 2019 (the “Agency Transfer Agreement”), among Assignor and Assignee, Assignor has resigned as Collateral Agent and Administrative Agent under the Credit Agreement and other Loan Documents, and Assignee has assumed all of the rights, powers, privileges and duties of Assignor as the Administrative Agent and Collateral Agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Agency Transfer Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security

Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantor. The security interest assigned to Assignee as the new Administrative Agent and Collateral Agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreement, and the Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

GUGGENHEIM CORPORATE FUNDING, LLC,
as the original administrative agent and collateral
agent

By: _____

Name: Kevin M. Robinson

Title: Attorney-in-Fact

[Signature Page to Assignment of Trademark Security Agreement]

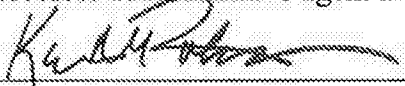
TRADEMARK
REEL: 006716 FRAME: 0859

ACCEPTED AND AGREED

as of the date above first written:

ASSIGNEE:

GUGGENHEIM CREDIT SERVICES, LLC,
as the successor administrative agent and collateral agent

By: _____

Name: Kevin M. Robinson

Title: Attorney-in-Fact

[Signature Page to Assignment of Trademark Security Agreement]

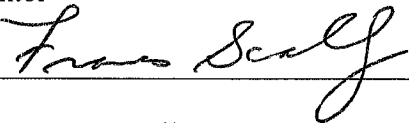
ACCEPTED AND AGREED

as of the date above first written:

GRANTOR:

ACETO LIFE SCIENCES, L.L.C.,

as Grantor

By: 

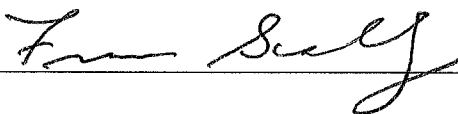
Name: Frances Scally

Title: Senior Vice President and Chief Accounting Officer

GRANTOR:

ACETO US, L.L.C.,

as Grantor

By: 

Name: Frances Scally

Title: Senior Vice President and Chief Accounting Officer

[Signature Page to Assignment of Trademark Security Agreement]

Schedule I

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Aceto US, L.L.C.	HALOMAX 75	3842184	08/31/2019
Aceto US, L.L.C.	ACETO	1392019	05/06/1986
Aceto US, L.L.C.	ANTI-CLOG	1309606	12/18/1984
Aceto Life Sciences, L.L.C.	PROFINE 75	4556118	01/24/2014
Aceto Life Sciences, L.L.C.	FRESH PACK	4294131	02/26/2013
Aceto Life Sciences, L.L.C.	ELAST	4083719	01/10/2012
Aceto Life Sciences, L.L.C.	DICROMAX 8	4974388	06/07/2016
Aceto Life Sciences, L.L.C.	MITOMAX	5676227	02/12/2019