

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RxAnte, Inc.		02/13/2014	CORPORATION: 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: 4			
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	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; 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		

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NAME OF SUBMITTER:	Samantha J. Himelman
Signature:	/sjh/
Date:	03/05/2014
Total Attachments: 5 source=IPSA (RxAnte) Trademarks#page1.tif source=IPSA (RxAnte) Trademarks#page2.tif source=IPSA (RxAnte) Trademarks#page3.tif source=IPSA (RxAnte) Trademarks#page4.tif source=IPSA (RxAnte) Trademarks#page5.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of February 13, 2014 is made by RxAnte, Inc., a Delaware corporation, 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 Amended and Restated Credit Agreement, dated as of December 12, 2013 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Millennium Lab Holdings, Inc. (“Holdings”), Millennium Laboratories, Inc. (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 has executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of December 12, 2013, 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 pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks;

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered an Assumption Agreement, dated as of December 23, 2013, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Assumption Agreement”) in order to become a party to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Assumption Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing 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. The Grantor hereby pledges and grants a continuing 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, INC.

By: 
Name: TIM HEALEY
Title: CFO

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

By: 
Name: Dawn Lee Lum
Title: Executive Director

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
RXANTE	Ser. No. 86/123056	RxAnte, Inc.
VFA	Ser. No. 86/123138	RxAnte, Inc.
KNOW THE FUTURE. THEN CHANGE IT.	Ser. No. 86/123200	RxAnte, Inc.
THE FUTURE OF PATIENT ADHERENCE	Ser. No. 86/123240	RxAnte, Inc.

509265-1664-14683-Active.15374666.1

[Signature Page to Grant of Security Interest in Trademarks by RxAnte, Inc.]