

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANTHEUS MEDICAL IMAGING, INC.		06/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1484982	CARDIOLITE	
Registration Number:	1496535	NEUROLITE	
Registration Number:	1812837	TECHNELITE	
Registration Number:	1812836	TECHNELITE	
Registration Number:	2478324	DEFINITY	
Registration Number:	2628446	VIALMIX	
Registration Number:	2897509	QUADRAMET	
Registration Number:	3127726	INTELLIPIN	
Registration Number:	3699730	LANTHEUS MEDICAL IMAGING	
Registration Number:	3769439	ABLAVAR	
Registration Number:	3919480		
Serial Number:	85727915	PINSYNC	
Serial Number:	85727869	PINCISE	
Registration Number:	4743827	VYPIX	
Registration Number:	4731737	VUCIFIC	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511
Email: penelope@ipresearchplus.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue, Ste 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	COS1-40254 (691349-010)
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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SIGNATURE:	/pja/
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DATE SIGNED:	06/30/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2015 (“Trademark Security Agreement”), made by LANTHEUS MEDICAL IMAGING, INC., a Delaware corporation, located at 331 Treble Cove Road, North Billerica, MA 01862 (the “Grantor”), is in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, located at Eleven Madison Avenue, New York, New York 10010, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of June 30, 2015 (the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor has created in favor of the Collateral Agent a security interest in the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and
- (b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement, including in any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d); and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the

Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

The term of this Trademark Security Agreement shall be co-terminus with the Guarantee and Collateral Agreement.

Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

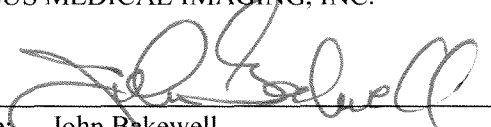
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

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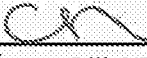
IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

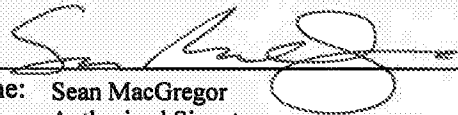
LANTHEUS MEDICAL IMAGING, INC.

By: 
Name: John Bakewell
Title: Chief Financial Officer and Treasurer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Bill O'Daly
Title: Authorized Signatory


By: 
Name: Sean MacGregor
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005565 FRAME: 0903

Schedule 1

TRADEMARKS

Trademark	Reg. No. (App. No.)	Reg. Date (App. date)	Owner
CARDIOLITE	1484982	04/19/1988	Lantheus Medical Imaging, Inc.
NEUROLITE	1496535	07/19/1988	Lantheus Medical Imaging, Inc.
TECHNELITE	1812837	12/21/1993	Lantheus Medical Imaging, Inc.
TechneLite	1812836	12/21/1993	Lantheus Medical Imaging, Inc.
DEFINITY	2478324	08/14/2001	Lantheus Medical Imaging, Inc.
VIALMIX	2628446	10/01/2002	Lantheus Medical Imaging, Inc.
QUADRAMET	2897509	10/26/2004	Lantheus Medical Imaging, Inc.
INTELLIPIN	3127726	08/08/2006	Lantheus Medical Imaging, Inc.
LANTHEUS MEDICAL IMAGING	3699730	10/20/2009	Lantheus Medical Imaging, Inc.
ABLAVAR	3769439	03/30/2010	Lantheus Medical Imaging, Inc.
	3919480	02/15/2011	Lantheus Medical Imaging, Inc.
PINSYNC	(85727915)	(09/13/2012)	Lantheus Medical Imaging, Inc.
PINCISE	(85727869) ITU	(09/13/2012)	Lantheus Medical Imaging, Inc.
VYPIX	4743827	05/26/2015	Lantheus Medical Imaging, Inc.
VUCIFIC	4731737	05/05/2015	Lantheus Medical Imaging, Inc.