

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ei LLC		09/09/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4309659	A PHARMACEUTICAL SOLUTIONWORKS	
Registration Number:	4388566	EI	
Registration Number:	4214916	EI A PHARMACEUTICAL SOLUTIONWORKS	
Registration Number:	2942824	THEROXIDIL	
Registration Number:	2003122	MEDIGEL	
Registration Number:	2008175	THERACURE	
Registration Number:	1982537	THERA SUN	
Registration Number:	2024778	THERATEIN	
Registration Number:	1456010	THERATEIN	
Registration Number:	1456009	THERAGEN	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		

CH \$265.00 4309659

Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	386409-23
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/16/2015
Total Attachments: 7 source=Trademark Security Agreement - CUP - PQ - Ei LLC#page1.tif source=Trademark Security Agreement - CUP - PQ - Ei LLC#page2.tif source=Trademark Security Agreement - CUP - PQ - Ei LLC#page3.tif source=Trademark Security Agreement - CUP - PQ - Ei LLC#page4.tif source=Trademark Security Agreement - CUP - PQ - Ei LLC#page5.tif source=Trademark Security Agreement - CUP - PQ - Ei LLC#page6.tif source=Trademark Security Agreement - CUP - PQ - Ei LLC#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of September 9, 2015, by Ei LLC, a North Carolina limited liability company (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Product Quest Manufacturing, LLC, a Florida limited liability company and successor by merger to PQ Finance Sub LLC, a Delaware limited liability company (“**Borrower**”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of September 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 9, 2015, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or

types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EI LLC

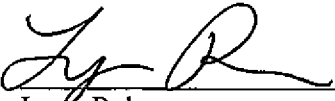
By: 

Name: Nirav Shah

Title: Vice President

Agreed and accepted as of
the date first written above:

**MADISON CAPITAL FUNDING LLC, as
Agent**



By: 
Name: Lynn Rehn
Title: Vice President

SCHEDULE A

Ei LLC Trademarks

Trademark	Country	Status	Owner	Appln. No.	Reg. No.	International Classes	File reference
A PHARMACEUTICAL SOLUTIONWORKS (Standard)	United States of America	Registered	Ei, Inc.	85320072	4309659	35, 40, 42	20199.00016
EI & DESIGN	United States of America	Registered	Ei, Inc.	85320057	4388566	35, 40, 42	20199.00017
EI A PHARMACEUTICAL SOLUTIONWORKS & Design	CTM	Registered	Ei, Inc.	10398055	10398055	40, 42, 45	20199.00019
EI A PHARMACEUTICAL SOLUTIONWORKS & DESIGN	Mexico	Registered	Ei, Inc.	1227047	1280560	40	20199.00021
EI A PHARMACEUTICAL SOLUTIONWORKS & Design	Mexico	Registered	Ei, Inc.	1227044	1335787	35	20199.00021
EI A PHARMACEUTICAL SOLUTIONWORKS & Design	Mexico	Registered	Ei, Inc.	1227046	1280559	42	20199.00021
EI A PHARMACEUTICAL SOLUTIONWORKS & Design	United States of America	Registered	Ei, Inc.	85320078	4214916	35, 40, 42	20199.00015
EI A PHARMACEUTICAL SOLUTIONWORKS & Design (Canada)	Canada	Pending	Ei, Inc.	1551553			20199.00018

78/052,154 2,942,824	3/9/2001 4/19/2005	THEROXIDIL	Registered Final Declaration of Use & Renewal Due 10/19/2015 (*)
75/006,729 2,003,122	10/17/1995 9/24/1996	MEDIGEL	Registered Declaration of Use & Renewal Due 9/24/2016 (*)
74/736,006 2,008,175	9/29/1995 10/15/1996	THERACURE	Registered Declaration of Use & Renewal Due 10/15/2016 (*)
74/697,416 1,982,537	7/5/1995 6/25/1996	THERA SUN	Registered Declaration of Use & Renewal Due 6/25/2016 (*)

74/406,962 2,024,778	6/24/1993 12/24/1996	THERATEIN	Registered Declaration of Use & Renewal Due 12/24/2016 (*)
73/635,451 1,456,010	12/15/1986 9/8/1987		Registered Declaration of Use & Renewal Due 9/8/2017 (*)
73/635,450 1,456,009	12/15/1986 9/8/1987		Registered Declaration of Use & Renewal Due 9/8/2017 (*)

TRADEMARK

REEL: 005624 FRAME: 0228

RECORDED: 09/16/2015