

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILLENNIUM HEALTH, LLC		12/21/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RXANTE, LLC		12/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Administrative Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	bank: SWITZERLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4027489	ML	
Registration Number:	4044667	R.A.D.A.R.	
Registration Number:	4382183	MILLENNIUM LABORATORIES	
Registration Number:	4373504	MAPP	
Registration Number:	4370836	ML	
Registration Number:	4573293	RADAR	
Registration Number:	4760034	MH	
Registration Number:	4650355	RXANTE	
Registration Number:	4679809	VFA	
Registration Number:	4650356	KNOW THE FUTURE. THEN CHANGE IT.	
Registration Number:	4650357	THE FUTURE OF PATIENT ADHERENCE	
Registration Number:	4783628	RXEFFECT	
Serial Number:	86422674	MILLENNIUMPGT	
Serial Number:	86422640	MILLENNIUM HEALTH	
CORRESPONDENCE DATA			

CH \$365.00 4027489

Fax Number: 6178568201

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.

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: MARK S. LEONARDO

Address Line 1: ONE FINANCIAL CENTER

Address Line 2: BROWN RUDNICK LLP

Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	32658/1
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NAME OF SUBMITTER:	MARK S. LEONARDO
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SIGNATURE:	/MARK S. LEONARDO/
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DATE SIGNED:	12/29/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 21, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) is made by each of the signatories hereto as a “Grantor” (each, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as Administrative Agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement dated as of December 21, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) by and among New Millennium Holdco, Inc., a Delaware corporation (the “**Company**”), the Grantors, certain other subsidiaries of the Company and the Administrative Agent, and in connection therewith, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. *Defined Terms.* Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein shall have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. *Grant of Security Interest in Trademark Collateral.*

Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, all of such Grantor’s right, title and interest in the following, in each case whether now owned or existing or hereafter acquired, created or arising and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor’s Obligations: all trademarks, including, without limitation, all trademarks registered in the United States, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (and/or all applications therefor), trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, without limitation, the registrations and applications referred to or required to be referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected

with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (excluding any Excluded Property, collectively, the “**Trademark Collateral**”); provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Property, including, without limitation, any Trademark application filed in the United States Patent and Trademark Office on the basis of a Grantor’s intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting Trademark registration.

SECTION 3. *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 for the ratable benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 control.

SECTION 4. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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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 set forth above.

MILLENNIUM HEALTH, LLC,

as Grantor

By: 
Name: William Brock Hardaway
Title: Chief Executive Officer

RXANTE, LLC,

as Grantor

By: 
Name: William Brock Hardaway
Title: Chief Executive Officer

Accepted and Agreed:

**CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH**, as Administrative
Agent

By: 

Name: Christopher Day

Title: Authorized Signatory

By: 

Name: Karim Rahimtoola

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005697 FRAME: 0860**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks

<u>Grantor</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Description</u>
Millennium Health, LLC	4,027,489	Sept. 20, 2011	ML
Millennium Health, LLC	4,044,667	Oct. 25, 2011	R.A.D.A.R.
Millennium Health, LLC	4,382,183	Aug. 13, 2013	Millennium Laboratories Logo
Millennium Health, LLC	4,373,504	July 23, 2013	MAPP
Millennium Health, LLC	4,370,836	July 23, 2013	ML Logo with Circle
Millennium Health, LLC	4,573,293	July 22, 2014	RADAR
Millennium Health, LLC	4,760,034	June 23, 2015	MH + Logo
RxAnte, LLC	86/123,056 // 4,650,355	Dec. 2, 2014	RXANTE
RxAnte, LLC	86/123,138 // 4,679,809	Jan. 27, 2015	VFA
RxAnte, LLC	86/123,200 // 4,650,356	Dec. 2, 2014	KNOW THE FUTURE. THEN CHANGE IT.
RxAnte, LLC	86/123,240 // 4,650,357	Dec. 2, 2014	THE FUTURE OF PATIENT ADHERENCE
RxAnte, LLC	86/266,347 // 4,783,628	Jul. 28, 2015	RXEFFECT

Trademark Applications

<u>Grantor</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Description</u>
Millennium Health, LLC	86/422,674	Oct. 13, 2014	MILLENNIUM PGT + Logo
Millennium Health, LLC	86/422,640	Oct. 13, 2014	MILLENNIUM HEALTH + Logo