

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lantheus Medical Imaging, Inc.		06/27/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	1525 West W.T. Harris Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1484982	CARDIOLITE	
Registration Number:	1496535	NEUROLITE	
Registration Number:	1812837	TECHNELITE	
Registration Number:	1812836	TECHNELITE	
Registration Number:	2276361	MIRALUMA	
Registration Number:	2478324	DEFINITY	
Registration Number:	2628446	VIALMIX	
Registration Number:	2897509	QUADRAMET	
Registration Number:	3699730	LANTHEUS MEDICAL IMAGING	
Registration Number:	3769439	ABLAVAR	
Registration Number:	3919480		
Registration Number:	4800046	PINSYNC	
Registration Number:	4743827	VYPIX	
Registration Number:	4731737	VUCIFIC	
Registration Number:	5144576	CALIDOSE	
Registration Number:	5732396	BRINGING PHYSIOLOGY AND FUNCTION TO LIGH	
Serial Number:	88248414	LANTHEUS	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 1484982

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	06/28/2019
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lantheus Medical Imaging, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 27, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, N.A.

Street Address: 1525 West W.T. Harris Blvd.

City: Charlotte

State: NC

Country: USA Zip: 28262

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

June 27, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2019 (“Trademark Security Agreement”), made by LANTHEUS MEDICAL IMAGING, INC., a Delaware corporation (a “Grantor”), is in favor of WELLS FARGO BANK, N.A., 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 27, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, 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, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

The 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 the Grantor or in which the 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 the 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. Upon termination of this Trademark Security Agreement, all liens on and security interests in the Trademark Collateral shall be deemed automatically released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all at the Grantors' sole cost and expense.

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

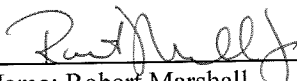
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN 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" or similar 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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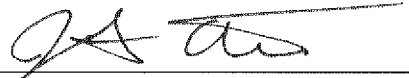
IN WITNESS WHEREOF, the Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

LANTHEUS MEDICAL IMAGING, INC.

By:  _____
Name: Robert Marshall
Title: Chief Financial Officer and Treasurer

Agreed and Accepted:


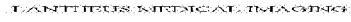

WELLS FARGO BANK, N.A.,
as Collateral Agent

By: 
Name: Jonathan Antonio
Title: Vice President

Schedule 1

TRADEMARKS

Trademarks

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record 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.
MIRALUMA	2276361	09/07/1999	Lantheus Medical Imaging, Inc.
DEFINITY	2478324	08/14/2001	Lantheus Medical Imaging, Inc.
VIALMIX	2628446	10/01/2002	Lantheus Medical Imaging, Inc.
	2897509	10/26/2004	Lantheus Medical Imaging, Inc.
	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	4800046	08/25/2015	Lantheus Medical Imaging, Inc.
VYPIX	4743827	05/26/2015	Lantheus Medical Imaging, Inc.
VUCIFIC	4731737	05/05/2015	Lantheus Medical Imaging, Inc.
CALIDOSE	5144576	02/21/2017	Lantheus Medical Imaging, Inc.
BRINGING PHYSIOLOGY AND FUNCTION TO LIGHT ON THE PATHWAY OF PATIENT CARE	5732396	04/23/2019	Lantheus Medical Imaging, Inc.
LANTHEUS	(88/248414)	(.3/27/2019)	Lantheus Medical Imaging, Inc.