

PATENT ASSIGNMENT COVER SHEET

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| NATURE OF CONVEYANCE: | NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS-FIRST LIEN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>PHARMEDIUM SERVICES, LLC</td> <td>01/28/2014</td> </tr> </tbody> </table> | | Name | Execution Date | PHARMEDIUM SERVICES, LLC | 01/28/2014 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name | Execution Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PHARMEDIUM SERVICES, LLC | 01/28/2014 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>JPMORGAN CHASE BANK, N.A.</td> </tr> <tr> <td>Street Address:</td> <td>383 MADISON AVENUE</td> </tr> <tr> <td>City:</td> <td>NEW YORK</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10179</td> </tr> </table> | | Name: | JPMORGAN CHASE BANK, N.A. | Street Address: | 383 MADISON AVENUE | City: | NEW YORK | State/Country: | NEW YORK | Postal Code: | 10179 | | | | | | | | | | | | | | | | | | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address: | 383 MADISON AVENUE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City: | NEW YORK | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State/Country: | NEW YORK | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postal Code: | 10179 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 41 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13269874</td> </tr> <tr> <td>Application Number:</td> <td>13443600</td> </tr> <tr> <td>Application Number:</td> <td>13938937</td> </tr> <tr> <td>Patent Number:</td> <td>8597271</td> </tr> <tr> <td>Application Number:</td> <td>14093765</td> </tr> <tr> <td>Application Number:</td> <td>13743981</td> </tr> <tr> <td>Patent Number:</td> <td>D687894</td> </tr> <tr> <td>Patent Number:</td> <td>7918830</td> </tr> <tr> <td>Patent Number:</td> <td>8382717</td> </tr> <tr> <td>Application Number:</td> <td>13759785</td> </tr> <tr> <td>Patent Number:</td> <td>D588200</td> </tr> <tr> <td>Patent Number:</td> <td>D595361</td> </tr> <tr> <td>Patent Number:</td> <td>D602534</td> </tr> <tr> <td>Patent Number:</td> <td>D593613</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 13269874 | Application Number: | 13443600 | Application Number: | 13938937 | Patent Number: | 8597271 | Application Number: | 14093765 | Application Number: | 13743981 | Patent Number: | D687894 | Patent Number: | 7918830 | Patent Number: | 8382717 | Application Number: | 13759785 | Patent Number: | D588200 | Patent Number: | D595361 | Patent Number: | D602534 | Patent Number: | D593613 |
| Property Type | Number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13269874 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13443600 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13938937 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | 8597271 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 14093765 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13743981 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D687894 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | 7918830 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | 8382717 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application Number: | 13759785 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D588200 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D595361 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D602534 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Patent Number: | D593613 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| Patent Number: | D607941 |
| Patent Number: | D614703 |
| Patent Number: | D605230 |
| Patent Number: | D605229 |
| Patent Number: | D605228 |
| Patent Number: | D597608 |
| Patent Number: | D624595 |
| Patent Number: | D621880 |
| Patent Number: | D624596 |
| Patent Number: | D621879 |
| Patent Number: | D633151 |
| Patent Number: | D634368 |
| Patent Number: | D639862 |
| Patent Number: | D639863 |
| Patent Number: | D639861 |
| Patent Number: | D634367 |
| Patent Number: | D641421 |
| Patent Number: | D643468 |
| Patent Number: | D641422 |
| Patent Number: | D634369 |
| Patent Number: | D645094 |
| Patent Number: | D643469 |
| Patent Number: | D643470 |
| Patent Number: | D649196 |
| Patent Number: | D643471 |
| Patent Number: | D643472 |
| Application Number: | 61873623 |

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| | |
|---|-------------------|
| | 509265/1819 |
| NAME OF SUBMITTER: | GENEVIEVE DORMENT |
| Signature: | /gd/ |
| Date: | 02/20/2014 |
| Total Attachments: 8 source=6 2 First Lien Notice and Confirmation of Grant of Security Interest in Patents#page1.tif source=6 2 First Lien Notice and Confirmation of Grant of Security Interest in Patents#page2.tif source=6 2 First Lien Notice and Confirmation of Grant of Security Interest in Patents#page3.tif source=6 2 First Lien Notice and Confirmation of Grant of Security Interest in Patents#page4.tif source=6 2 First Lien Notice and Confirmation of Grant of Security Interest in Patents#page5.tif source=6 2 First Lien Notice and Confirmation of Grant of Security Interest in Patents#page6.tif source=6 2 First Lien Notice and Confirmation of Grant of Security Interest in Patents#page7.tif source=6 2 First Lien Notice and Confirmation of Grant of Security Interest in Patents#page8.tif | |

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of January 28, 2014, made by PHARMEDIUM SERVICES, LLC, a Delaware limited liability company having a principal place of business at Two Conway Park, 150 North Field Drive, Suite 350, Lake Forest, Illinois 60045 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., having a principal place of business at 383 Madison Avenue, New York, New York 10179 (in such capacity, the "Collateral Agent"), as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the First Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the First Lien Credit Agreement). 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 First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among PharMEDium Healthcare Corporation, a Delaware corporation (as successor by merger to CDRF Merger Sub, Inc., the "Borrower"), the Collateral Agent and the Lenders, the Lenders have severally agreed to make the Initial Term Loans and the Initial Revolving Loans (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the First Lien Credit Agreement, the Grantor, Borrower, Holdings, and certain Domestic Subsidiaries of Borrower other than Grantor have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Patents; 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 the Loans and other financial accommodations to the Borrower pursuant to the First Lien Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the First Lien Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Patents of the Grantor

(including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Patents, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Patent License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Patent License.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the First Lien Guarantee and Collateral Agreement. The First Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the First Lien Credit Agreement and the First Lien 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 a conflict between this Agreement and the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall prevail.

SECTION 4. 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 instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

PHARMEDIUM SERVICES, LLC,
as Grantor

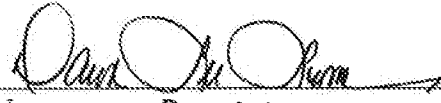
By: PharMEDium Healthcare Corporation,
its sole member

By: William R. Spalding
Name: William R. Spalding
Title: Executive Vice President – Strategy,
Legal and Finance

[SIGNATURE PAGE TO FIRST LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN PATENTS]

PATENT
REEL: 032301 FRAME: 0833

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Dawn L. LeeLum
Title: Executive Director

[SIGNATURE PAGE TO FIRST LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN PATENTS]

PATENT
REEL: 032301 FRAME: 0834

SCHEDULE I

PATENTS AND PATENT APPLICATIONS

| Docket Number: | Application #: | Filing Date: | Title: | Patent #: | Issue Date: |
|-----------------------|-----------------------|---------------------|--|------------------|--------------------|
| P4252CIP | 13/269,874 | 10-Oct-2011 | OPERATING PHARMACEUTICAL IDENTIFICATION AND VERTIFICATION SAFETY | PENDING | PENDING |
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| P4253CON | 13/938,937 | 10-Jul-2013 | PHARMACEUTICAL IDENTIFICATION SAFETY DEVICE FOR SYRINGES | PENDING | PENDING |
| P4254CON | 13/926,759 | 25-Jun-2013 | INTRAVENOUS BAG/LINE SAFETY DEVICE | 8,597,271 | 03-Dec-2013 |
| P4254CON | 14/093,765 | 02-Dec-2013 | INTRAVENOUS BAG/LINE SAFETY DEVICE | PENDING | PENDING |
| P4254US | 13/743,981 | 17-Jan-2013 | INTRAVENOUS BAG/LINE SAFETY DEVICE | PENDING | PENDING |
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| Docket Number: | Application #: | Filing Date: | Title: | Patent #: | Issue Date: |
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| P4281DES DIV | 29/357,069 | 05-Mar-2010 | DRUG ADMINISTRATION SAFETY LABEL | D633,151 | 22-Feb-2011 |
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| Docket Number: | Application #: | Filing Date: | Title: | Patent #: | Issue Date: |
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| P4286DES DIV | 29/384,986 | 07-Feb-2011 | DRUG ADMINISTRATION SAFETY LABEL | D649,196 | 22-Nov-2011 |
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| P4311US | 61/873,623 | 04-Sep-2013 | IV BAG SHIELDING SYSTEM | PENDING | PENDING |