

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edge Biosystems, Inc.		12/23/2015	CORPORATION: MARYLAND
Anatrace Products, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidus Mezzanine Capital, L.P.		
Street Address:	1603 Orrington Avenue, Suite 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2030129	HEGA	
Registration Number:	2030128	C-HEGA	
Registration Number:	2073422	CYMAL	
Registration Number:	3432339	LYSOFOS	
Registration Number:	3487472	ANATRACE	
Registration Number:	2254935	ANAPOE	
Registration Number:	2260439	FOS-CHOLINE	
Registration Number:	2260438	SOL-GRADE	
Registration Number:	2310817	CYGLU	
Registration Number:	2788434	FOS-MEA	
Registration Number:	2790690	ANZERGENT	
Registration Number:	2790691	ANAMEG	
Registration Number:	2886091	PMAL	
Registration Number:	2540490	PERFORMA	
Registration Number:	2250987	ANAGRADE	
CORRESPONDENCE DATA			
Fax Number:			

CH \$390.00 2030129

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: 7043778156
Email: jcarusone@rbh.com
Correspondent Name: Jennifer Carusone
Address Line 1: 101 N. Tryon Street, Suite 1900
Address Line 4: Charlotte, NORTH CAROLINA 28246

ATTORNEY DOCKET NUMBER:	18865.00073
NAME OF SUBMITTER:	Jennifer Carusone
SIGNATURE:	/Jennifer Carusone/
DATE SIGNED:	12/30/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Trademark Security Agreement*”) is made this 23rd day of December, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and **FIDUS MEZZANINE CAPITAL, L.P.**, a Delaware limited partnership (“*Lender*”).

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Credit Agreement dated as of December 23, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”) by and among **EDGE BIOSYSTEMS, INC.**, a Maryland corporation (“*EdgeBio*”), **ANATRACE PRODUCTS, LLC**, a Delaware limited liability company (“*Anatrace*” which together with EdgeBio and any additional direct or indirect Subsidiaries of EdgeBio, Anatrace or any IntermediateCo, hereafter acquired or formed, which become party to the Credit Agreement by executing an Addendum, are sometimes collectively referred to herein as “*Borrowers*” and each individually as a “*Borrower*”), and Lender, Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

- (a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor except any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security

Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **INTERCREDITOR AGREEMENT**. Notwithstanding anything herein to the contrary, the obligations evidenced by this Trademark Security Agreement and the other Loan Documents, the Liens and security interests granted to Lender pursuant to the terms hereof and thereof and the exercise of any right or remedy by Lender hereunder or thereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and any other Loan Document, the terms of the Intercreditor Agreement shall govern. Notwithstanding anything that may be contained herein to the contrary, all of the provisions of the Loan Documents, including without limitation, the covenants of the Grantors contained herein and therein and all of the rights, remedies and powers provided for herein and therein, are subject to the provisions of the Intercreditor Agreement (it being understood that any breach by any Grantor of its obligations hereunder or thereunder shall nonetheless constitute a default (and to the extent provided herein or therein, an Event of Default) hereunder or thereunder, as applicable, notwithstanding the foregoing).

(Signature Page Follows)

(Signature Page to Trademark Security Agreement (Senior Subordinated Credit Agreement))

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

EDGE BIOSYSTEMS, INC.,
a Maryland corporation

By: 

Brian M. Wall
Chairman of the Board

ANATRACE PRODUCTS, LLC,
a Delaware limited liability company

By: 

Brian M. Wall
President

(Signatures continue on following page)

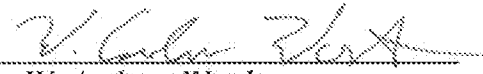
ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

FIDUS MEZZANINE CAPITAL, L.P., a
Delaware limited partnership

By: Fidus Investment GP, LLC, its General
Partner

By: Fidus Investment Advisors, LLC, its
Manager

By: 
Name: W. Andrew Worth
Title: Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Anatrace Products, LLC	United States of America	HEGA	75/051,422 / 2030129	1/31/1996 / 1/14/1997
Anatrace Products, LLC	United States of America	C-HEGA	75/051,410 / 2030128	1/31/1996 / 1/14/1997
Anatrace Products, LLC	United States of America	CYMAL	75/051,408 / 2073422	1/31/1996 / 6/24/1997
Anatrace Products, LLC	United States of America	LYSOFOS	77/159,155 / 3432339	4/18/2007 / 5/20/2008
Anatrace Products, LLC	United States of America	ANATRACE	77/254,594 / 3487472	8/14/2007 / 8/19/2008
Anatrace Products, LLC	United States of America	ANAGRADE	75/362,346 / 2250987	9/24/1997 / 6/8/1999
Anatrace Products, LLC	United States of America	ANAPOE	75/362,345 / 2254935	9/24/1997 / 6/22/1999
Anatrace Products, LLC	United States of America	FOS-CHOLINE	75/362,344 / 2260439	9/24/1997 / 7/13/1999
Anatrace Products, LLC	United States of America	SOL-GRADE	75/362,343 / 2260438	9/24/1997 / 7/13/1999
Anatrace Products, LLC	United States of America	CYGLU	75/507,067 / 2310817	6/23/1998 / 1/25/2000
Anatrace Products, LLC	United States of America	FOS-MEA	76/456,059 / 2788434	10/4/2002 / 12/2/2003
Anatrace Products, LLC	United States of America	ANZERGENT	76/456,060 / 2790690	10/4/2002 / 12/9/2003
Anatrace Products, LLC	United States of America	ANAMEG	76/456,061 / 2790691	10/4/2002 / 12/9/2003
Anatrace Products, LLC	United States of America	PMAL	76/548,684 / 2886091	9/16/2003 / 9/21/2004
Edge Biosystems, Inc.	United States of America	PERFORMA	76297288 / 2540490	08/09/2001 / 02/19/2002

Trade Names

None

Common Law Trademarks

None