

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		05/17/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 Chase Metrotech Center		
Internal Address:	MC: NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2982964	GPEX	
Registration Number:	2879688	VEGICAPS	
Registration Number:	2926522	GPEX	
Registration Number:	1547936	ZYDIS	
Registration Number:	1538697	VEGICAPS	
Registration Number:	3353661	LIQUI-GELS	
Registration Number:	1841627	LIQUIGEL	
Registration Number:	1626643	LIQUI-GELS	
Registration Number:	3412228	HINGEPAC	
Registration Number:	3158024	CLINICAMBIO	
Registration Number:	3158022	CLINICAMBIO DATA EXCHANGE	
Registration Number:	2920287	PHARMATEK LABORATORIES	
Registration Number:	2697017	PHARMATEK.COM	
Registration Number:	4925303	PHARMATEK	
Registration Number:	2471718	HOT ROD CHEMISTRY	
Registration Number:	2471714	HOTRODCHEMISTRY.COM	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 2982964

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: Michael.Violet@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:	05/17/2019
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Total Attachments: 13

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NOTICE OF SUCCESSION OF AGENCY AND ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This NOTICE OF SUCCESSION OF AGENCY AND ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Notice”), dated as of May 17, 2019 (the “Effective Date”), is executed by Morgan Stanley Senior Funding, Inc., in its capacity as Collateral Agent under the Original Agreements (as defined below) (the “Prior Agent”), and JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent under the Current Agreement (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 10, 2007, by and among Catalent Pharma Solutions, Inc., a Delaware corporation (the “Borrower”), PTS Intermediate Holdings LLC, a Delaware limited liability company (“Holdings”), Prior Agent and certain other parties thereto (as amended and restated on May 20, 2014 and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Original Credit Agreement”), the Prior Agent and (i) the Borrower, Holdings and the Subsidiaries of Holdings from time to time party thereto (collectively, the “Grantors”), entered into that certain Security Agreement, dated as of April 10, 2007 (the “Original Security Agreement”), (ii) the Borrower, Holdings and the Grantors listed therein entered into that certain Intellectual Property Security Agreement, dated as of April 10, 2007 (the “2007 IP Security Agreement”), (iii) the Borrower, Holdings and the Grantors listed therein entered into that certain Intellectual Property Security Agreement Supplement, dated as of April 2, 2012 (the “2012 IP Security Agreement”), (iv) the Borrower, Holdings and the Grantors listed therein entered into that certain Intellectual Property Security Agreement Supplement, dated as of November 14, 2014 (the “2014 IP Security Agreement”), and (v) the Borrower, Holdings and the Grantors listed therein entered into that certain Intellectual Property Security Agreement Supplement, dated as of November 3, 2016 (the “2016 IP Security Agreement” and, together with the 2007 IP Security Agreement, the 2012 IP Security Agreement and the 2014 IP Security Agreement, the “Intellectual Property Security Agreements”), pursuant to which the Grantors granted a security interest in and to certain intellectual property collateral (the “IP Collateral”);

WHEREAS, (i) the 2007 IP Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office (“USPTO”) on May 22, 2007 at Reel/Frame 019323/0302, with respect to the intellectual property identified on Schedule A attached hereto, and with the Trademark Division of the USPTO on May 22, 2007 at Reel/Frame 3546/0712, with respect to the intellectual property identified on Schedule B attached hereto, (ii) the 2012 IP Security Agreement was recorded with the Patent Division of the USPTO on September 19, 2012 at Reel/Frame 029007/0559, with respect to the intellectual property identified on Schedule C attached hereto, and with the Trademark Division of the USPTO on September 19, 2012 at Reel/Frame 4864/0298, with respect to the intellectual property identified on Schedule D hereto, (iii) the 2014 IP Security Agreement was recorded with Patent Division of the USPTO on November 21, 2014 at Reel/Frame 034414/0616, with respect to the intellectual property identified on Schedule E attached hereto, and (iv) the 2016 IP Security Agreement was recorded with the Trademark Division of the USPTO on November 10, 2016 at Reel/Frame 5918/0606, with respect to the intellectual property identified on Schedule F attached hereto, and with the United States Copyright Office on November 17, 2016 at Volume/Document 9941/524, with respect to the intellectual property identified on Schedule G attached hereto;

WHEREAS, the Original Credit Agreement was amended, as of May 17, 2019 (as amended, the “Current Agreement”), and in connection with the transactions under the Current Agreement, the Prior Agent, the Successor Agent, Borrower and certain other parties have entered into that certain Resignation, Consent and Appointment Agreement, dated as of May 17, 2019 (the “Resignation Agreement”), whereby the Prior Agent resigned as Collateral Agent and is succeeded to and replaced by the Successor Agent as successor Collateral Agent;

WHEREAS, pursuant to the Resignation Agreement, the Prior Agent assigned to the Successor Agent, and the Successor Agent accepted, all of the Prior Agent's rights and obligations under the Intellectual Property Security Agreements, including the security interests held by the Prior Agent in all of the Grantors' right, title and interest in, to and under the IP Collateral, including the intellectual property identified on Schedules A through G attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent has ceased to be Collateral Agent under such capacity and is succeeded to and replaced by the Successor Agent as Collateral Agent under such capacity.

3. Assignment of Security Interest. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent hereby assigns to the Successor Agent the Prior Agent's entire security interest in all of Grantors' right, title and interest in, to and under the IP Collateral, including the intellectual property identified on Schedules A through G attached hereto.

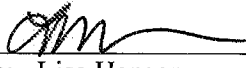
4. Purpose. This Notice has been executed and delivered for the purpose of recording the assignment of security interest with the United States Patent and Trademark Office and the United States Copyright Office. The security interest assigned hereby has been granted in connection with the Current Agreement and other Loan Documents, and assigned pursuant to the Resignation Agreement, and is expressly subject to the terms and conditions thereof. The parties hereto do hereby further acknowledge and affirm that the rights and remedies with respect to the security interest in the IP Collateral are more fully set forth in the Current Agreement, other Loan Documents, and the Resignation Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the IP Collateral originally granted to the Prior Agent under the Intellectual Property Security Agreements, which security interest is now succeeded by and transferred to the Successor Agent. The Current Agreement, other Loan Documents, and Resignation Agreement shall remain in full force and effect in accordance with their terms.

5. 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 original.

[Signature pages follow]


IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

**MORGAN STANLEY SENIOR FUNDING,
INC.,** as Prior Agent

By: 
Name: Lisa Hanson
Title: Vice President

[Signature page to Notice of Change in Agency]

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

By:  _____

Name: **Vanessa Chiu**
Title: **Executive Director**

[Signature page to Notice of Change in Agency]

Schedule A

**2007 IP Security Agreement, Patents
Recorded May 22, 2007 at Reel/Frame 019323/0302**

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	Catalent Pharma Solutions, LLC	Host Cells Containing Multiple Integrating Vectors	09897511 06/29/2001	6852510 02/08/2005
2.	Catalent Pharma Solutions, LLC	Host Cells Containing Multiple Integrating Vectors	11018895 12/21/2004	7332333 02/19/2008
3.	Catalent Pharma Solutions, LLC	Expression Vectors	10947881 09/23/2004	7378273 05/27/2008
4.	Catalent Pharma Solutions, LLC	Fusion Antibodies	10900928 07/28/2004	7696322 04/13/2010
5.	Catalent Pharma Solutions, LLC	Retrovirus-based genomic screening	10397569 03/26/2003	7384738 06/10/2008
6.	R.P. Scherer Technologies, Inc. and Sun Pharma Global FZE	Drop Dispenser	29257372 04/03/2006	D543118 05/22/2007
7.	R.P. Scherer Technologies, Inc.	Constricted Neck Blister Pack And Apparatus And Method For Making The Same	09775952 02/02/2001	6588180 07/08/2003
8.	R.P. Scherer Technologies, Inc. and Cana Lab Corporation	Oral Pharmaceutical Compositions Containing Long-Chain Triglycerides And Liphophilic Surfactants	09914576 12/21/2001	6652880 11/25/2003
9.	R.P. Scherer Technologies, Inc.	Opioid Agonist In A Fast Dispersing Dosage Form	09936060 01/14/2002	6680071 01/20/2004
10.	R.P. Scherer Technologies, Inc.	Fast-Dispersing Dosage Forms Containing Fish Gelatin	09959018 10/16/2001	6709669 03/23/2004
11.	R.P. Scherer Technologies, Inc.	Antihistamine Formulations For Soft Gelatin Dosage Forms	09909313 07/20/2001	6720002 04/13/2004
12.	R.P. Scherer Technologies, Inc.	Process For Preparing Pharmaceutical Compositions For Use With Soft Gelatin Formulations	09649947 08/29/2000	6387400 05/14/2002
13.	R.P. Scherer Technologies, Inc.	Opioid Agonist In A Fast Dispersing Dosage Form	10647761 08/25/2003	7090866 08/15/2006
14.	R.P. Scherer Technologies, Inc.	Fast-dispersing dosage forms containing fish gelatin	10685728 10/14/2003	9192580 11/24/2015
15.	R.P. Scherer Technologies, Inc.	Antihistamine Formulations For Soft Capsule Dosage Forms	10384868 03/10/2003	7201921 04/10/2007
16.	R.P. Scherer Technologies, Inc.	Child-resistant blister pack	10141288 05/08/2002	6830153 12/14/2004
17.	R.P. Scherer Technologies, Inc.	Disposable single-use container with indicia bearing portion	10654662 09/03/2003	6860405 03/01/2005
18.	R.P. Scherer Technologies, Inc.	Disposable single-use container with indicia bearing portion	11031308 01/06/2005	7028862 04/18/2006
19.	R.P. Scherer Technologies, Inc.	Apparatus and method for manufacturing encapsulated products	10016352 11/02/2001	6884060 04/26/2005
20.	R.P. Scherer Technologies, Inc.	Oral pharmaceutical composition for soft capsules containing vinorelbine and method of treatment	10161454 05/31/2002	6890558 05/10/2005
21.	R.P. Scherer Technologies, LLC	Oral pharmaceutical composition for soft capsules containing vinorelbine and method of treatment	11082720 03/18/2005	7658943 02/09/2010
22.	R.P. Scherer Technologies, Inc.	Acetaminophen compositions	09990497 11/21/2001	7029698 04/18/2006
23.	R.P. Scherer Technologies, Inc.	Nozzle structure	11437012 05/18/2006	7575182 08/18/2009

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
24.	R.P. Scherer Technologies, LLC and Sun Pharma Global FZE	Drop dispenser for the delivery of uniform droplets of viscous liquids	11397047 04/03/2006	7758553 07/20/2010
25.	R.P. Scherer Technologies, Inc.	Chewable soft capsules containing ungelatinized starch	10739451 12/17/2003	9241902 01/26/2016
26.	R.P. Scherer Technologies, LLC	Ingestible compositions containing an odoriferous oil	10466896 01/12/2004	9532585 01/03/2017
27.	R.P. Scherer Technologies, Inc.	Vial	29189356 09/03/2003	D517207 03/14/2006
28.	R.P. Scherer Technologies, Inc.	Vial	29259816 05/16/2006	D596740 07/21/2009
29.	R.P. Scherer Technologies, Inc.	Dispersion of taste masked crystals or granules of active substances, chewable soft capsules filled with said dispersion, and process for preparing same	10543084 01/26/2006	
30.	R.P. Scherer Technologies, Inc.	Method and apparatus for making a blister pack with indicia	10298893 11/18/2002	6890472 05/10/2005
31.	R.P. Scherer Technologies, Inc.	Apparatus for making embossed blister pack	10075824 02/13/2002	7121822 10/17/2006
32.	R.P. Scherer Technologies, Inc.	Embossed blister pack	10973739 04/25/2005	7704583 04/27/2010
33.	R.P. Scherer Technologies, Inc.	Method and apparatus for printing a ribbon for packaging gelatin capsules	10236669 09/06/2002	7213511 05/08/2007
34.	R.P. Scherer Technologies, Inc.	Process to minimize polymorphism	11650672 01/08/2007	
35.	R.P. Scherer Technologies, LLC	System and method for dusting soft capsules	11651370 01/09/2007	7908992 03/22/2011
36.	R.P. Scherer Technologies, LLC	Process for formulating fast dispersing dosage forms comprising at least one fish gelatin selected on the basis of molecular weight	10860106 06/03/2004	7972621 07/05/2011
37.	R.P. Scherer Technologies, LLC	Non-gelatin soft capsule system	10984205 11/08/2004	8231896 07/31/2012
38.	R.P. Scherer Technologies, LLC	Formulations containing substituted imidazole derivatives	10534117 10/06/2005	9717681 08/01/2017
39.	R.P. Scherer Corporation	Fast dispersing dosage forms essentially free of mammalian gelatin	09887604 06/22/2001	6509040 01/21/2003

Schedule B

**2007 IP Security Agreement, Trademarks
Recorded May 22, 2007 at Reel/Frame 3546/0712**

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	R.P. Scherer Technologies, Inc.	GPEX	78335247 12/02/2003	2982964 08/09/2005
2.	R.P. Scherer Technologies, LLC	VEGICAPS	78303333 09/22/2003	2879688 08/31/2004
3.	R.P. Scherer Technologies, Inc.	GPEX	76215734 02/26/2001	2926522 02/15/2005
4.	R.P. Scherer Technologies, Inc.	ZYDIS	73761725 11/03/1988	1547936 07/18/1989
5.	R.P. Scherer Technologies, LLC	VEGICAPS	73617139 08/28/1986	1538697 05/16/1989
6.	Catalent Pharma Solutions, Inc.	LIQUI-GELS	78725789 10/04/2005	3353661 12/11/2007
7.	Catalent Pharma Solutions, Inc.	LIQUIGEL	74427568 08/23/1993	1841627 06/28/1994
8.	Catalent Pharma Solutions, Inc.	LIQUI-GELS	74019947 01/17/1990	1626643 12/11/1990
9.	Packaging Coordinators, LLC	HINGEPAK	77047583 11/20/2006	3412228 04/15/2008

Schedule C

**2012 IP Security Agreement, Patents
Recorded September 19, 2012 at Reel/Frame 029007/0559**

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	Catalent CTS (Kansas City), LLC	Apparatus and method for filling containers	12233920 09/19/2008	8607828 12/17/2013

Schedule D

**2012 IP Security Agreement, Trademarks
Recorded September 19, 2012 at Reel/Frame 4864/0298**

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Catalent CTS Informatics, Inc.	CLINICAMBIO	78751743 11/10/2005	3158024 10/17/20006
2.	Catalent CTS Informatics, Inc.	CLINICAMBIO DATA EXCHANGE	78751738 11/10/2005	3158022 10/17/20006

Schedule E

**2014 IP Security Agreement, Patents
Recorded November 21, 2014 at Reel/Frame 034414/0616**

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	Redwood Bioscience, Inc.	Aldehyde-tagged protein-based drug carriers and methods of use	12706679 02/16/2010	9238878 01/19/2016
2.	Redwood Bioscience, Inc.	Hydrazinyl-indole compounds and methods for producing a conjugate	13794159 03/11/2013	9310374 04/12/2016
3.	Redwood Bioscience, Inc.	Aldehyde-Tagged Immunoglobulin Polypeptides and Methods of Use Thereof	13350676 01/13/2012	9540438 01/10/2017

Schedule F

**2016 IP Security Agreement, Trademarks
Recorded September 19, 2012 at Reel/Frame 5918/0606**

	Owner	Trademark	Reg. No. Reg. Date
1.	Catalent San Diego, Inc.	PHARMATEK LABORATORIES	2920287 01/25/2005
2.	Catalent San Diego, Inc.	PHARMATEK.COM	2697017 03/18/2003
3.	Catalent San Diego, Inc.	PHARMATEK	4925303 03/29/2016
4.	Catalent San Diego, Inc.	HOT ROD CHEMISTRY	2471718 07/24/2001
5.	Catalent San Diego, Inc.	HOTRODCHEMISTRY.COM	2471714 07/24/2001

Schedule G

**2016 IP Security Agreement, Copyrights
Recorded November 17, 2016 at Volume/Document 9941/524**

	Owner	Title	Registration No.	Registration Date
1.	Catalent San Diego, Inc.	Pharmatek quality manual	TXu001620971	01/26/2009