

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R.P. Scherer Technologies, LLC		05/17/2019	Limited Liability Company: NEVADA
Catalent Pharma Solutions, Inc.		05/17/2019	Corporation: DELAWARE
Catalent Micron Technologies, Inc.		05/17/2019	Corporation: PENNSYLVANIA

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: 26

Property Type	Number	Word Mark
Registration Number:	3496711	CATALENT
Registration Number:	3496684	CATALENT
Registration Number:	2737351	RP SCHERER
Serial Number:	88039119	PHARMATEK SD
Registration Number:	5588011	OMEGAZERO
Registration Number:	5513747	COSMOPOD
Registration Number:	5424288	OPTIDOSE
Registration Number:	5315417	OPTISHELL
Registration Number:	5181301	FOLLOW THE MOLECULE
Registration Number:	5176538	CLINICOPIA
Registration Number:	5261460	OPTIGEL
Registration Number:	5242362	FASTCHAIN
Registration Number:	5177880	SUPPLYFLEX
Registration Number:	5100843	EASYBURST

OP \$665.00 3496711

Property Type	Number	Word Mark
Registration Number:	4988248	OPTIFORM
Registration Number:	4800458	OPTIDOSE
Registration Number:	4800457	OPTIMELT
Registration Number:	4749408	ADVASEPT
Registration Number:	4168553	OPTIFORM
Registration Number:	5119701	OPTISHELL
Registration Number:	5054933	SMARTAG
Registration Number:	5050014	GALACORIN
Registration Number:	4534199	SECURE-VIAL
Registration Number:	3472141	LIQUI-GELS
Registration Number:	4507881	
Registration Number:	2406526	MICRON TECHNOLOGIES

CORRESPONDENCE DATA

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

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 05/20/2019

Total Attachments: 11

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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):

- 1. R.P. Scherer Technologies, LLC
- 2. Catalent Pharma Solutions, Inc.
- 3. Catalent Micron Technologies, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1.LLC-NV; 2. Corp.-DE; 3. Corp.-PA

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 17, 2019

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: 4 Chase Metrotech Center, MC: NY1-C413

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- 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 _____

B. Trademark Registration No.(s) _____

See Schedule B

See Schedule B

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: 26

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

May 17, 2019
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

ADDITIONAL COLLATERAL
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement Supplement”) dated May 17, 2019 is made by the Persons listed on the signature page hereof (collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A., as successor Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, the Borrower, Holdings, JPMorgan Chase Bank, N.A., as successor Administrative Agent, successor Collateral Agent, successor Swing Line Lender, L/C Issuer and each Lender from time to time party thereto have entered into the Credit Agreement dated as of April 10, 2007 (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 “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and the other Grantors (including the Grantors) have entered into the Intellectual Property Security Agreement dated April 10, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit.

WHEREAS, under the terms of the Intellectual Property Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the additional Collateral of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;
- (b) the registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which applications are pending set forth in Schedule B hereto; and

(c) the registrations of Copyrights (as defined in the Intellectual Property Security Agreement) and Copyrights for which applications are pending set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement with respect to United States Patents listed in Schedule A hereto, United States registered Trademarks and Trademarks for which United States applications are pending listed in Schedule B hereto, and United States registered Copyrights listed in Schedule C hereto.

SECTION 4. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other

jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notice. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 9. Reimbursement. Reimbursement of the Collateral Agent's expenses under this IP Security Agreement Supplement shall be governed by the applicable sections of the Intellectual Property Security Agreement.


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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

R.P. SCHERER TECHNOLOGIES, LLC

By: 
Name: Wetteny Joseph
Title: Senior Vice President and
Chief Financial Officer

CATALENT PHARMA SOLUTIONS, LLC

By: 
Name: Wetteny Joseph
Title: Senior Vice President and
Chief Financial Officer

REDWOOD BIOSCIENCE, INC.

By: 
Name: Wetteny Joseph
Title: Senior Vice President and
Chief Financial Officer

CATALENT PHARMA SOLUTIONS,
INC.


By: 
Name: Wetteny Joseph
Title: Senior Vice President and
Chief Financial Officer

CATALENT MICRON TECHNOLOGIES,
INC.

By: 
Name: Wetteny Joseph
Title: Senior Vice President and
Chief Financial Officer

[Signature Page to Catalent Additional IP Security Agreement]

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

By:  _____

Name:

Vanessa Chiu

Title:

Executive Director

SCHEDULE A

Patents and Patent Applications

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	R.P. Scherer Technologies, LLC	Automated Sterilization Process Integrated with a Blow Fill Seal Machine	13902385 05/24/2013	9034249 05/19/2015
2.	R.P. Scherer Technologies, LLC	Automated Sterilization Process Integrated with a Blow Fill Seal Machine	14656858 03/13/2015	9533065 01/03/2017
3.	R.P. Scherer Technologies, LLC	Molded Container With Opener And Method For Use	12494873 06/30/2009	10086984 10/02/2018
4.	R.P. Scherer Technologies, LLC	Molded Container With Opener And Method For Use	16108394 08/22/2018	
5.	Catalent Pharma Solutions, LLC	Veterinary Decorin Compositions And Use Thereof	14258197 04/22/2014	10137168 11/27/2018
6.	Catalent Pharma Solutions, LLC	Antibody Libraries	12493851 06/29/2009	8222188 07/17/2012
7.	Catalent Pharma Solutions, LLC	Fusion Antibodies	12720108 03/09/2010	9541547 01/10/2017
8.	R.P. Scherer Technologies, LLC	Process Of Manufacturing A Lyophilized Fast Dissolving, Multi-Phasic Dosage Form	12724601 03/16/2010	
9.	Catalent Pharma Solutions, LLC	Decorin Compositions And Use Thereof	13419045 03/13/2012	
10.	Catalent Pharma Solutions, LLC and Sun Pharma Global FZE	Charging Fixture With Valves	29326079 10/10/2008	D603525 11/03/2009
11.	R.P. Scherer Technologies, Inc.	Process to minimize polymorphism	12393584 02/26/2009	
12.	R.P. Scherer Technologies, Inc.	Cap	29257375 04/03/2006	
13.	R.P. Scherer Technologies, LLC	Hydrazinyl-Substituted Heteroaryl Compounds and Methods for Producing a Conjugate	15459887 03/15/2017	10195283 02/05/2019
14.	R.P. Scherer Technologies, LLC	Hydrazinyl-Substituted Heteroaryl Compounds and Methods for Producing a Conjugate	16219398 12/13/2018	
15.	R.P. Scherer Technologies, LLC	Non-gelatin soft capsule system	13543244 07/06/2012	8377470 02/19/2013
16.	R.P. Scherer Technologies, LLC	Chemical modification of proteins	12918678 02/15/2011	9346851 05/24/2016
17.	R.P. Scherer Technologies, LLC and Alk-Abello A/S	Allergen dosage form	14287920 05/27/2014	9408805 08/09/2016
18.	R.P. Scherer Technologies, LLC and Alk-Abello A/S	Allergen dosage form	12098150 04/04/2008	9415015 08/16/2016
19.	R.P. Scherer Technologies, LLC	Process of manufacturing a stable softgel capsule containing microencapsulated probiotic bacteria	13204979 08/08/2011	9427012 08/30/2016
20.	R.P. Scherer Technologies, LLC	Encased-pellet tablets	14484754 09/12/2014	9566248 02/14/2017
21.	R.P. Scherer Technologies, LLC	Single use container with dispenser	14441783 05/08/2015	9688444 06/27/2017
22.	R.P. Scherer Technologies, LLC	Stable montelukast solution	14633585 02/27/2015	9717684 08/01/2017
23.	R.P. Scherer Technologies, LLC	Oral Solid Dosage Form Containing Nanoparticles and Process of Formulating the Same Using Fish Gelatin	12560813 09/16/2009	9775819 10/03/2017

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
24.	R.P. Scherer Technologies, LLC	Inverse Blow-Fill-Seal Packaging	14883868 10/15/2015	9918900 03/20/2018
25.	R.P. Scherer Technologies, LLC	Inverse Blow-Fill-Seal Packaging	15851779 12/22/2017	
26.	R.P. Scherer Technologies, LLC	Activated Formylglycine-Generating Enzymes and Methods of Producing and Using the Same	14975403 12/18/2015	9951367 04/24/2018
27.	R.P. Scherer Technologies, LLC	Activated Formylglycine-Generating Enzymes and Methods of Producing and Using the Same	15862312 01/04/2018	
28.	R.P. Scherer Technologies, LLC	Oral vaccine fast-dissolving dosage form using starch	13270411 10/11/2011	9956169 05/01/2018
29.	Redwood Bioscience, Inc.	Anti-Her2 Antibody-Maytansine Conjugates and Methods of Use Thereof	14723393 05/27/2015	10124070 11/13/2018
30.	Redwood Bioscience, Inc.	Aldehyde-Tagged Immunoglobulin Polypeptides and Methods of Use Thereof	15362396 11/28/2016	10183998 01/22/2019
31.	Redwood Bioscience, Inc.	Antibody Specific for CD22 and Methods of Use Thereof	13942140 07/15/2013	9181343 11/10/2015
32.	Redwood Bioscience, Inc.	Hydrazinyl-pyrrolo compounds and methods for producing a conjugate	14555283 11/26/2014	9493413 11/15/2016
33.	Redwood Bioscience, Inc.	Compounds and methods for producing a conjugate	14704802 05/05/2015	9579390 02/28/2017
34.	Redwood Bioscience, Inc.	Aldehyde-Tagged Protein-Based Drug Carriers and Methods of Use	14959360 12/04/2015	9879249 01/30/2018
35.	Redwood Bioscience, Inc.	Antibody Specific for CD22 and Methods of Use Thereof	14878871 10/08/2015	
36.	Redwood Bioscience, Inc.	Antibody Specific for CD22 and Methods of Use Thereof	16289177 02/28/2019	
37.	Redwood Bioscience, Inc.	Hydrazinyl-indole compounds and methods for producing a conjugate	15057847 03/01/2016	
38.	Redwood Bioscience, Inc.	Hydrazinyl-pyrrolo compounds and methods for producing a conjugate	15276479 09/26/2016	
39.	Redwood Bioscience, Inc.	Hydrazinyl-Indole Compounds and Methods for Producing a Conjugate	15799846 10/31/2017	
40.	Redwood Bioscience, Inc.	Hydrazinyl-Indole Compounds and Methods for Producing a Conjugate	15057847 03/01/2016	9833515 12/05/2017
41.	Redwood Bioscience, Inc.	Anti-her2 antibody-maytansine conjugates and methods of use thereof	16143141 09/26/2018	

SCHEDULE B

Trademarks and Trademark Applications

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	R.P. Scherer Technologies, Inc.	CATALENT	77195768 06/01/2007	3496711 09/02/2008
2.	R.P. Scherer Technologies, Inc.	CATALENT	77182826 05/16/2007	3496684 09/02/2008
3.	R.P. Scherer Technologies, Inc.	RP SCHERER	76027769 04/14/2000	2737351 07/15/2003
4.	Catalent Pharma Solutions, Inc.	PHARMATEK SD	88039119 07/16/2018	Pending
5.	Catalent Pharma Solutions, Inc.	OMEGAZERO	87716136 12/11/2017	5588011 10/16/2018
6.	Catalent Pharma Solutions, Inc.	COSMOPOD	87729040 12/20/2017	5513747 07/10/2018
7.	Catalent Pharma Solutions, Inc.	OPTIDOSE	87162161 09/06/2016	5424288 03/13/2018
8.	Catalent Pharma Solutions, Inc.	OPTISHELL	87342158 02/20/2017	5315417 10/24/2017
9.	Catalent Pharma Solutions, Inc.	FOLLOW THE MOLECULE	87162156 09/06/2016	5181301 04/11/2017
10.	Catalent Pharma Solutions, Inc.	CLINICOPIA	87230016 11/08/2016	5176538 04/04/2017
11.	Catalent Pharma Solutions, Inc.	OPTIGEL	86295254 05/29/2014	5261460 08/08/2017
12.	Catalent Pharma Solutions, Inc.	FASTCHAIN	86912340 02/18/2016	5242362 07/11/2017
13.	Catalent Pharma Solutions, Inc.	SUPPLYFLEX	86912344 02/18/2016	5177880 04/04/2017
14.	Catalent Pharma Solutions, Inc.	EASYBURST	86401683 09/22/2014	5100843 12/13/2016
15.	Catalent Pharma Solutions, Inc.	OPTIFORM	86809467 11/04/2015	4988248 06/28/2016
16.	Catalent Pharma Solutions, Inc.	OPTIDOSE	86164950 01/14/2014	4800458 08/25/2015
17.	Catalent Pharma Solutions, Inc.	OPTIMELT	86164751 01/14/2014	4800457 08/25/2015
18.	Catalent Pharma Solutions, Inc.	ADVASEPT	86267419 04/30/2014	4749408 06/02/2015
19.	Catalent Pharma Solutions, Inc.	OPTIFORM	85122972 09/03/2010	4168553 07/03/2012
20.	Catalent Pharma Solutions, Inc.	OPTISHELL	85940679 05/23/2013	5119701 01/10/2017
21.	Catalent Pharma Solutions, Inc.	SMARTAG	85963028 06/18/2013	5054933 10/04/2016
22.	Catalent Pharma Solutions, Inc.	GALACORIN	85836485 01/30/2013	5050014 09/27/2016
23.	Catalent Pharma Solutions, Inc.	SECURE-VIAL	85690939 07/31/2012	4534199 05/20/2014

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
24.	Catalent Pharma Solutions, Inc.	LIQUI-GELS	77376508 01/21/2008	3472141 07/22/2008
25.	Catalent Micron Technologies, Inc.	DESIGN ONLY	85918977 04/30/2013	4507881 04/01/2014
26.	Catalent Micron Technologies, Inc.	MICRON TECHNOLOGIES	75096883 04/30/1996	2406526 11/21/2000

SCHEDULE C

Copyrights and Copyright Applications

None.