

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saol International Limited		08/06/2019	exempted company limited: BERMUDA
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	2 Bethesda Metro Center, Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4006164	LIORESAL	
Registration Number:	3240650	VARIZIG	
Registration Number:	3303814	HEPAGAM B	
Registration Number:	3336211	HEPAGAM B	
Registration Number:	1484984	WINRHO	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<i>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.</i>			
Phone:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree St. NE, Suite 1600		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	24046.515029		
NAME OF SUBMITTER:	Karen Osborne		
SIGNATURE:	//Karen Osborne//		
DATE SIGNED:	08/06/2019		

CH \$140.00 4006164

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 6, 2019, is made by Saol International Limited, an exempted company limited by shares incorporated under the laws of Bermuda (the “Grantor”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 6, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Grantor, Saol Bermuda Limited, an exempted company limited by shares incorporated under the laws of Bermuda (“Saol Bermuda”, together with Grantor and each other entity that from time to time becomes a borrower under the Credit Agreement, collectively, the “Borrowers” and each a “Borrower”), Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that the foregoing shall not include any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed);

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

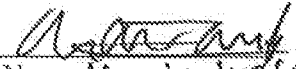
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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 set forth above.

SAOL INTERNATIONAL LIMITED
as Grantor

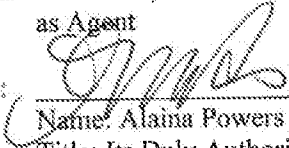
By: 
Name: Kevin Insley
Title: CEO

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By:


Name: Alaina Powers

Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006713 FRAME: 0370

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED U.S. TRADEMARKS:

<i>OWNER</i>	<i>TRADEMARKS</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
Saol International Limited	LIORESAL	85215266	01/11/11	4006164	08/02/11
Saol International Limited	VARIZIG	78679351	07/27/05	3240650	05/08/07
Saol International Limited	HEPAGAM B	78676454	07/22/05	3303814	10/02/07
Saol International Limited	HEPAGAM B	78628420	05/12/05	3336211	11/13/07
Saol International Limited	WINRHO	73664870	06/05/87	1484984	04/19/88

REGISTERED NON-U.S. TRADEMARKS

<i>COUNTRY</i>	<i>OWNER</i>	<i>TRADEMARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>REG. NO.</i>	<i>REG. DATE</i>
Argentina	Saol International Limited	WINRHO	3126121	11/01/2011	2498384	04/16/2012
Australia	Saol International Limited	WINRHO	777860	11/10/1998	777860	07/09/1999
Bolivia	Saol International Limited	WINRHO SDF	SM-2147-07	06/04/2007	127202-C	05/13/2011
Brazil	Saol International Limited	WINRHO	450669	10/14/1998	821126857	12/26/2001
Canada	Saol International Limited	HEPAGAM B	1,225,310	07/29/2004	TMA697,985	10/05/2007
Canada	Saol International Limited	HEPAGAM B	1,307,353	06/29/2006	TMA699,021	10/16/2007

<i>COUNTRY</i>	<i>OWNER</i>	<i>TRADEMARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>REG. NO.</i>	<i>REG. DATE</i>
Canada	Saol International Limited	VARIZIG	1,047,524	02/21/2000	TMA660,889	03/16/2006
Canada	Saol International Limited	WINRHO	566,455	07/21/1986	TMA327,512	05/15/1987
Canada	Saol International Limited	WINRHO SDF	847,086	06/05/1997	TMA495,113	05/22/1998
Chile	Saol International Limited	WINRHO	1222761	02/28/2006	1225700	08/17/2016
China	Saol International Limited	WINRHO	4819579	07/07/2005	4819579	01/13/2009
Colombia	Saol International Limited	WINRHO	02009454	02/06/2002	350167	02/26/2008
Dominican Republic	Saol International Limited	WINRHO SDF	2007-26022	05/14/2007	162164	07/31/2007
Ecuador	Saol International Limited	WINRHO	167291	02/06/2006	6000-07	08/14/2007
Egypt	Saol International Limited	WINRHO	390235	04/15/2019		
European Union	Saol International Limited	WINRHO	525808	04/29/1997	525808	03/21/2001
Guatemala	Saol International Limited	WINRHO SDF	2007-04656	06/07/2007	171.866	09/14/2010
Honduras	Saol International Limited	WINRHO SDF	15463-2007	05/10/2007	105.232	06/17/2008
Israel	Saol International Limited	WINRHO	123876	11/15/1998	123876	04/06/2000
Mexico	Saol International Limited	WINRHO	465994	01/15/2001	694035	03/30/2001
Nicaragua	Saol International Limited	WINRHO SDF	2007-02762	08/07/2007	0900003LM	01/04/2009

<i>COUNTRY</i>	<i>OWNER</i>	<i>TRADEMARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>REG. NO.</i>	<i>REG. DATE</i>
Paraguay	Saol International Limited	WINRHO SDF	15982/2007	05/28/2007	311269	05/27/2008
Peru	Saol International Limited	WINRHO	666640-2016	01/24/2006	118128	08/10/2006
Switzerland	Saol International Limited	WINRHO	03230/1997	04/24/1997	2P-447641	03/12/2007
Turkey	Saol International Limited	WINRHO	98/015998	11/12/1998	205201	12/22/1999
Uruguay	Saol International Limited	WINRHO	2183885	01/24/2006	368,329	01/09/2009
Venezuela	Saol International Limited	WINRHO	16162006	01/31/2006	P281829	10/17/2007

TRADEMARK APPLICATIONS

None.