

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pernix Therapeutics Holdings, Inc.		09/08/2010	CORPORATION: MARYLAND
Pernix Therapeutics, LLC		09/08/2010	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	101 East Washington Street		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29601		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	85097598	ENCINTA	
Serial Number:	85046589	CARDEC	
Registration Number:	2764357	BROVEX	
Registration Number:	2748943	ALDEX	
Serial Number:	77779507	PERNIX	
Serial Number:	77542160	NAZYNE	
Serial Number:	77805126	TUSSINAC	
Serial Number:	77541481	Z-PRO	
Registration Number:	3703028	REZYST	
Registration Number:	3703027	QUINZYME	
Serial Number:	77034634	NODOLOR	
Serial Number:	77003760	COCO-COF	
Serial Number:	77247057	INFATUSS	

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TRADEMARK  
 REEL: 004276 FRAME: 0320

Serial Number:	77247036	INFAHIST
Registration Number:	3347390	BROVEX
Registration Number:	2738086	Z-COF
Registration Number:	2684051	PEDIATEX
Registration Number:	1610363	CEDAX
Registration Number:	3794748	ZEMA-PAK

#### CORRESPONDENCE DATA

Fax Number: (864)477-2629

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: jperkins@nexsenpruet.com

Correspondent Name: John Perkins

Address Line 1: Nexsen Pruet

Address Line 2: 55 East Camperdown Way, Suite 400

Address Line 4: Greenville, SOUTH CAROLINA 29601

ATTORNEY DOCKET NUMBER:	024340-00070
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NAME OF SUBMITTER:	John Perkins
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Signature:	/John Perkins/
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Date:	09/10/2010
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#### Total Attachments: 9

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**COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**  
**FOR INTELLECTUAL PROPERTY**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY (the "Agreement") is made effective as of September 8, 2010 by and between **Pernix Therapeutics Holdings, Inc.**, a Maryland corporation, and **Pernix Therapeutics, LLC**, a Louisiana limited liability company, (together with their successors and assigns, the "Assignors") and **Regions Bank**, 101 East Washington Street, Greenville, South Carolina 29601 (the "Assignee") (Assignors and Assignee are collectively referred to as, the "Parties").

WHEREAS, as a condition of the Loans as defined and more particularly described in that certain Loan Agreement dated September 8, 2010 by and among the Parties (as such may be amended, modified or restated from time to time, the "Loan Agreement"), Assignors have agreed to grant, assign and convey to Assignee a collateral assignment of, and continuing security interest in, the intellectual property set forth in Schedule A attached hereto in the form of registered trademarks, logos, tradenames and/or service marks of Assignors, along with the goodwill associated therewith. Assignors further executed a Security Agreement dated September 8, 2010 (the "Security Agreement") under which the Assignee is granted a lien on and security interest in the Collateral as set forth in Schedule A of the Security Agreement, whereby Assignee shall have the right to foreclose on the Trademarks (as defined below) and the other Collateral as provided in the Security Agreement in the event of the occurrence and continuance of an Event of Default under the Security Agreement or the Loan Documents (as defined in the Loan Agreement), in order that the Assignee may continue to market, sell and manufacture products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignors.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises and mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. As collateral security for the complete and timely satisfaction of the Notes (as defined in the Loan Agreement) and all Obligations (as defined in the Security Agreement), Assignors hereby grant, assign and convey to Assignee a collateral assignment of, and continuing security interest in, the entire right, title and interest of the Assignors in and to the trademarks, the trademark applications and registrations, and the goodwill associated therewith, listed in Schedule A attached hereto (as the same may be amended pursuant to this Agreement from time to time), including, without limitation, all renewals thereof, all proceeds of infringement suits relating thereto, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

2. Assignors covenant and warrant that:

- (a) The Trademarks have not been abandoned and have not been adjudged invalid or unenforceable;

- (b) To the best of each Assignor's knowledge, each of the Trademarks is valid and enforceable;
- (c) Except as otherwise disclosed in the schedules to the Loan Agreement, neither Assignor has received any written notice of any claim that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) Assignors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, other than the Permitted Liens (as defined in the Loan Agreement);
- (e) Assignors have the right to enter into this Agreement and perform its terms;
- (f) Assignors have used, and will continue to use for the duration of this Assignment, proper statutory notice in connection with its use of the Trademarks so as to avoid loss of rights; and
- (g) Assignors have used, and will continue to use for the duration of this Assignment, commercially reasonable standards of quality in its manufacture of products sold under the Trademarks.

3. Assignors hereby grant to Assignee and its employees and agents the right to enter Assignors' plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto following reasonable notice and at reasonable times during regular business hours. Assignors shall perform any and all acts required by Assignee to ensure Assignors' reasonable compliance with Paragraph 2(g).

4. Assignors agree that, until the Obligations shall have been satisfied in full, it will not enter into any agreement to sell, assign, transfer or otherwise dispose of any of the Trademarks or which otherwise is inconsistent with Assignors' obligations under this Agreement, without Assignee's prior written consent, except the Assignors shall have the right to enter into license agreements and other agreements that create Permitted Liens relating to the Trademarks.

5. If, before the Obligations shall have been satisfied in full, Assignors shall obtain rights to any new trademark applications or registrations, the provisions of Paragraph 1 shall automatically apply thereto and Assignors shall give Assignee prompt written notice thereof.

6. Assignors authorize Assignee to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications and registrations covered by Paragraphs 1 and 5 hereof to which Assignors shall promptly provide their written consent.

7. If any Event of Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by

law and the rights and remedies of a secured party under the Uniform Commercial Code in the applicable jurisdiction and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which the Assignors may have therein, and after deducting from the proceeds of sale or other disposition of Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignors. Notice of the time and place of any sale or other disposition of the Trademarks shall be given to Assignors at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignors, which right is hereby waived and released.

8. At such time as Assignors shall completely satisfy all of the Obligations, this Agreement shall terminate and Assignee shall execute and deliver to Assignors all releases, assignments and other instruments as may be necessary or proper to revert to the Assignors full title to the Trademarks.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all fees in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving its rights to the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to its rights in the Trademarks, shall be borne and paid by Assignors on demand by Assignee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Notes.

10. Assignors shall, through counsel reasonably acceptable to Assignee and to the extent reasonably desirable in the normal course of business, prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or hereafter until the Obligations shall have been paid in full, to file and reasonably prosecute opposition and cancellation proceedings with respect to applications or registrations for confusingly similar trademarks and to do any and all acts which are necessary or reasonably desirable to preserve and maintain all rights in the Trademarks, to avoid the abandonment of any of the Trademarks and to preserve the rights of the Assignee to the Trademarks. Any expenses incurred in connection with the maintenance or enforcement of the Trademarks shall be borne by Assignors. The Assignors shall not abandon any Trademark without the consent of the Assignee, which consent shall not be unreasonably withheld.

11. Assignors shall, with the prior written consent of Assignee, which shall not be unreasonably withheld, bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks; provided, in which event Assignee may, if necessary, be joined as a nominal party to such suit if Assignee shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including attorney's fees, incurred by Assignee in the fulfillment of the provisions of this Paragraph 11.

12. In the event of the occurrence of an Event of Default under the Security Agreement or Loan Agreement, Assignors hereby authorize and empower Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its exclusive discretion, as Assignors' true and lawful attorney-in-fact, with the power to endorse Assignors' name on all applications, documents, papers and instruments necessary or reasonably desirable for Assignee to use the Trademarks, or to prosecute any applications or to maintain any registrations relating to the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement.

13. If either of Assignors fail to comply with any of its obligations hereunder, Assignee may take all reasonable and necessary steps in Assignor's name to achieve compliance, at Assignor's expense, and Assignors shall reimburse Assignee in full for all expenses, including reasonable attorney's fees, incurred by Assignee in protecting and maintaining Assignee's rights to the Trademarks.

14. No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Assignee's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the Parties, except as provided in Paragraph 6.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of South Carolina.

20. Assignors covenant and agree that upon the request of Assignee, they shall cooperate and provide such documents, instruments, and consents as Assignee may require to effect the perfection of Assignee's interest hereunder, including, without limitation, the recordation of Assignee's interest in any public office, including, without limitation, the U.S. Patent & Trademark Office, that Assignee and its counsel deem appropriate. Costs and expenses associated with such registration shall be borne by Assignors.

21. All capitalized terms used herein that are not otherwise defined herein shall have the meanings specified for such terms in the Loan Agreement.

**[Remainder of this Page Intentionally Blank]**

**ASSIGNORS:**

**Pernix Therapeutics Holdings, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Pernix Therapeutics, LLC**

By: Pernix Therapeutics Holdings, Inc., its manager

By: \_\_\_\_\_

Its: \_\_\_\_\_



**ASSIGNEE:**

**Regions Bank**

By: \_\_\_\_\_

*Wade 3/16/14*

Its: \_\_\_\_\_

*SVP*

### Schedule A

	Trademark	Registration/ Serial	Pending or Issued	Class of Goods/ Services	Description of Goods/Services
1.	ENCINTA	85097598	Pending	5	Vitamins; Pharmaceutical preparations for allergy relief; Pharmaceutical preparations for treatment of nausea
2.	CARDEC	85046589	Pending	5	Cough Syrup
3.	BROVEX	2764357	Issued	5	Pharmaceutical preparation for the treatment of allergies, seasonal and perennial rhinorrhea, itchy watery eyes, nose and throat, and hay fever
4.	ALDEX	2748943	Issued	5	Allergy and cold relief medication for adults and children
5.	PERNIX	77779507	Pending	5	Full line of medical, pharmaceutical, and therapeutic preparations for use in connection with humans
6.	NAZYNE	77542160	Pending	5	Pharmaceutical preparations in the nature of a pediatric antihistamine; Pharmaceutical preparations for coughing; Cough Medicine
7.	TussiNAC	77805126	Pending	5	Pharmaceutical products for treating respiratory diseases and asthma; and nutritional supplements for respiratory relief
8.	Z-PRO	77541481	Pending	5	Pharmaceutical preparations in the nature of a pediatric antihistamine; Pharmaceutical preparations for coughing; Cough Medicine
9.	ReZYST	3703028	Issued	5	Pharmaceutical preparations, drugs, medicines, and medical foods for treatment of respiratory diseases and disorders; pharmaceutical preparations, drugs, medicines, and medical foods for respiratory relief; antibiotics; antibiotic pharmaceuticals, drugs, medicines and medical foods; pharmaceutical preparations, drugs, medicines, and medical foods for providing antibiotic aid.
10.	QuinZyme	3703027	Issued	5	Pharmaceutical preparations, drugs, medicines, and medical foods for treatment of respiratory diseases and disorders; pharmaceutical preparations, drugs, medicines, and medical foods for respiratory relief; cardiovascular pharmaceuticals, drugs, medicines and medical foods; pharmaceutical preparations, drugs, medicines, and medical foods for treatment of cardiovascular related disorders and diseases.
11	NODOLOR	77034634	Pending	5	Pharmaceutical preparation used as an antihistamine; pharmaceutical preparation for pain relief; pharmaceutical preparation for treating upper respiratory diseases and asthma.
12.	Coco-Cof	77003760	Pending	5	Pharmaceutical products for treating respiratory diseases and asthma; and nutritional supplements for respiratory relief
13.	INFATUSS	77247057	Pending	5	Pharmaceutical preparations for the treatment of coughing; Cough medicines

14.	INFAHIST	77247036	Pending	5	Pharmaceutical preparations in the nature of antihistamines
15.	BROVEX	3347390	Issued	5	Pharmaceutical preparation for the treatment of allergies, seasonal and perennial rhinorrhea, itchy watery eyes, nose and throat, and hay fever
16.	Z-COF	2738086	Issued	5	Cough medicine
17.	PEDIATEX	2684051	Issued	5	Pharmaceutical preparations in the nature of a pediatric antihistamine
18.	CEDAX	1610363	Issued	5	Antibiotic preparation
19.	Zema-Pak	3794748	Issued	5	Pharmaceutical preparations and products for treatment of poison ivy, poison oak, eczema and skin rashes; Pharmaceutical products, drugs and medicines for treatment of skin rashes.