

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Acella Pharmaceuticlas, LLC		12/30/2011	LIMITED LIABILITY COMPANY:
Neuvosyn Laboratories, LLC		12/30/2011	LIMITED LIABILITY COMPANY:
Avion Pharmaceuticals, LLC		12/30/2011	LIMITED LIABILITY COMPANY:
Alora Pharmaceuticals, LLC		12/30/2011	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Bayside Finance, LLC
<b>Street Address:</b>	1450 Brickell Avenue, 31st FL
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33131
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2592990	NICOMIDE
Registration Number:	2982079	NICOMIDE-T
Serial Number:	85399583	ZOLAFIN
Registration Number:	2850441	PRENATE
Registration Number:	3346288	PRENATE DHA
Registration Number:	3356954	PRENATE DHA RX PRENATAL VITAMIN & DHA
Registration Number:	3101227	PRENATE ELITE
Registration Number:	3506117	
Registration Number:	3712494	

CH \$390.00 2592990

Registration Number:	3937646	
Serial Number:	85026253	PRENATE ACTIVE
Serial Number:	85162672	PRENATE BALANCE
Serial Number:	77934247	PRENATE ESSENTIAL
Serial Number:	77551442	PRENATE COMPLETE
Serial Number:	85026257	

**CORRESPONDENCE DATA**

Fax Number: (404)685-5329  
Phone: 404-815-2329  
Email: lisadunning@paulhastings.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Lisa Dunning  
Address Line 1: 600 Peachtree Street  
Address Line 2: Suite 2400  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Lisa Dunning
Signature:	/Lisa Dunning/
Date:	12/30/2011

**Total Attachments: 12**  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page1.tif  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page2.tif  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page3.tif  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page4.tif  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page5.tif  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page6.tif  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page7.tif  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page8.tif  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page9.tif  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page10.tif  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page11.tif  
source=Acella - Trademark Security Agreement (executed 12-30-11)#page12.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 30th day of December, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Bayside Finance, LLC, in its capacity as Lender (together with its successors, "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Acella Pharmaceuticals, LLC, a Delaware limited liability company ("Acella"), Neuvosyn Laboratories, LLC, a Delaware limited liability company ("Neuvosyn"), Avion Pharmaceuticals, LLC, a Delaware limited liability company ("Avion"; Acella, Neuvosyn and Avion are referred to hereinafter each, individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), Alora Pharmaceuticals, LLC, a Delaware limited liability company (the "Parent"), the other Persons party thereto from time to time as Guarantors (the "Guarantors") and Lender, Lender is willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to the Borrowers and the other Borrower Parties 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 December 30, 2011, (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, Grantors hereby agree as follows:

1. DEFINED TERMS. All 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 grants to Lender a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks (other than any intent to use United States Trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office) and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto; and

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

(c) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) any breach of any Trademark License with Grantor.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 interests granted pursuant to this Trademark Security Agreement are 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic method of transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the

singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, each 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.

**GRANTORS:**

**ACELLA PHARMACEUTICALS, LLC**

By: Mark Pugh  
Name: Mark W. Pugh  
Title: Chief Executive Officer

**NEUVOSYN LABORATORIES, LLC**

By: Mark Pugh  
Name: Mark W. Pugh  
Title: Chief Executive Officer

**AVION PHARMACEUTICALS, LLC**


By: Mark Pugh  
Name: Mark W. Pugh  
Title: Chief Executive Officer

**ALORA PHARMACEUTICALS, LLC**

By: Mark Pugh  
Name: Mark W. Pugh  
Title: Chief Executive Officer

Accepted and Acknowledged by:

**BAYSIDE FINANCE, LLC**, as Lender

By:   
Name: *J. Cerillo*  
Title: *Principle*

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004689 FRAME: 0432**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**Trademarks Registrations/Applications**

Grantor	Country	Mark	Serial/Registration No.	App/Reg Date
Acella Pharmaceuticals, LLC	U.S.A.	NICOMIDE	SN:78-020079	August 8, 2000
			RN:2,592,990	July 9, 2002
Acella Pharmaceuticals, LLC	U.S.A.	NICOMIDE-T	SN:78-328165	November 14, 2003
			RN:2,982,079	August 2, 2005
Acella Pharmaceuticals, LLC	U.S.A.	ZOLAFIN	SN:85-399583	August 16, 2011
		ZOLAFIN		Pending

<b>PRENATE®</b>							
Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Registered	Renewal due 06/08/14	76501608	March 28, 2003	2850441	June 8, 2004

<b>PRENATE DHA®</b>							
Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Registered	Aff of Use & Incontestability due 11/27/13	78948281	August 9, 2006	3346288	November 27, 2007

*Prenate* DHA®  
Rx prenatal vitamin & DHA

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Registered	Aff of Use & Incontestability due 12/18/13	77068029	December 20, 2006	3356954	December 18, 2007

<b>PRENATE ELITE®</b>							
Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Registered	Aff of Use & Incontestability due 06/06/12	76572555	January 27, 2004	3101227	June 6, 2006






MISCELLANEOUS DESIGN (PRENATE Lady with Graduate Baby)

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Registered	Aff of Use & Incontestability due 09/23/14	77202470	June 11, 2007	3506117	September 23, 2008



MISCELLANEOUS DESIGN (PRENATE Pregnant Lady)

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Registered	Aff of Use & Incontestability due 11/17/15	77202473	June 11, 2007	3712494	November 17, 2009



MISCELLANEOUS DESIGN (PRENATE ESSENTIALS Lady)

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Registered	Aff of Use & Incontestability due 03/29/17	85094084	July 27, 2010	3937646	March 29, 2011

# Prenate Active

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Pending /Allowed	SOU or 2 <sup>nd</sup> Ext due 05/23/12	85026253	April 29, 2010	NA	NA

## PRENATE BALANCE

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Pending /Allowed	SOU or 2 <sup>nd</sup> Ext due 05/17/12	85162672	October 27, 2010	NA	NA

## PRENATE ESSENTIAL

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Pending /Allowed	SOU or 2 <sup>nd</sup> Ext due 02/15/12	77934247	February 12, 2010	NA	NA

## PRENATE COMPLETE

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Pending /Allowed	SOU or 4 <sup>th</sup> Ext Due 05/03/12	77551442	August 20, 2008	NA	NA



MISCELLANEOUS DESIGN (PRENATE ACTIVE Lady)

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Allowed	SOU or 3 <sup>rd</sup> Ext due 05/23/12	85026257	April 29, 2010	NA	NA

--	--	--	--	--	--	--	--

MARK	COUNTRY	CURRENT OWNER	[SER. NO.] /REG. NO.	FILING DATE	REG. DATE	STATUS	NEXT ACTION
PRENATE ELITE	Canada	Acella Pharmaceuticals, LLC	[1355919]	07/17/07	NA	Allowed 06/20/08	Extension of time granted 07/15/11; next deadline 01/17/12
PRENATE ELITE	Mexico	Acella Pharmaceuticals, LLC	[871473] 1091479	07/27/07	03/24/09	Registered	Renewal due 07/27/17
PRENATE ELITE	Colombia	Acella Pharmaceuticals, LLC	[06-086776] 372989	08/31/06	01/27/09	Registered	Renewal due 01/27/19
PRENATE ELITE FORTE	Colombia	Acella Pharmaceuticals, LLC	[06-086775] 373061	08/31/06	01/28/09	Registered	Renewal due 01/28/19
PRENATE ELITE	Venezuela	Acella Pharmaceuticals, LLC	[2006-020523]	09/11/06		Pending	
PRENATE ELITE FORTE	Venezuela	Acella Pharmaceuticals, LLC	[2006-020524]	09/11/06		Pending	
PRENATE ELITE FORTE	Poland	Acella Pharmaceuticals, LLC	[317372] 201415	10/30/06	02/15/08	Registered	Renewal due 10/30/16
PRENATE ELITE	Poland	Acella Pharmaceuticals, LLC	[317373] 201416	10/30/06	02/15/08	Registered	Renewal due 10/30/16
PRENATE ELITE	Turkey	Acella Pharmaceuticals, LLC	[2006 42668] 2006 42668	09/05/06	08/07/2007	Registered	Renewal due 09/05/16
PRENATE ELITE FORTE	Turkey	Acella Pharmaceuticals, LLC	[2006 42669] 2006 42669	09/05/06	08/07/2007	Registered	Renewal due 09/05/16
PRENATE ELITE	Australia	Acella Pharmaceuticals, LLC	1135490	09/13/06	04/30/07	Registered	Renewal due 09/13/16
PRENATE ELITE FORTE	Australia	Acella Pharmaceuticals, LLC	1135493	09/13/06	4/30/07	Registered	Renewal due 09/13/16
PRENATE ELITE FORTE	China	Acella Pharmaceuticals, LLC	5700206	11/03/06	11/21/09	Registered	Renewal due 11/20/19
PRENATE ELITE	China	Acella Pharmaceuticals, LLC	5700207	11/03/06	11/21/09	Registered	Renewal due 11/20/19

**Common Law Trademarks Claimed by Acella Pharmaceuticals, LLC**

- Prenaissance™;
- Prenaissance Plus™;
- Neurpath™;
- Neurpath-B™

- Xolafin™;
- Xolafin-B™;
- Infanate™;
- Aurax™;
- Entre-B™;
- Entre-S™; and
- NP Thyroid™.

**Trademarks Not Currently in Use**

**PRENATE**

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Abandoned	No SOU filed 11/22/02	75692192	October 5, 2000	NA	NA

**PRENATE GT**

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Reg./Inactive	Cancelled §8 (6 year) 01/31/10	76169376	November 21, 2000	2729886	June 24, 2003

**PRENATE ADVANCE PASS PROGRAM**

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Abandoned	No SOU filed 11/22/02	76074227	June 20, 2000	NA	NA

**PRENATE ADVANCE**

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Reg./Inactive	Cancelled §8 (6 year) 05/30/08	75805688	September 21, 1999	2483455	August 28, 2001

**PRENATE ULTRA**

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Reg./Inactive	Cancelled §8 (6 year) 10/23/04	75082620	April 2, 1996	2131143	January 20, 1998

**PRENATE 90**

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Reg./Inactive	Cancelled §8 (6 year) 07/10/2004	73268121	June 27, 1980	1252683	October 4, 1983

**INTELLIGENT CHOICE**

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Abandoned	No SOU filed 09/21/2009	77202405	June 11, 2007	NA	NA



MISCELLANEOUS DESIGN (PRENATE Lady with Baby)

Country	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Abandoned	No SOU filed 03/22/10	77202400	06/11/07	NA	NA

MARK	COUNTRY	CURRENT OWNER	[SER. NO.] /REG. NO.	FILING DATE	REG. DATE	STATUS	STATUS
PRENATE ELITE FORTE	Poland	Acella Pharmaceuticals, LLC	[315632]	09/18/06		Inactive	Abandoned 11/10/06
PRENATE ELITE	Poland	Acella Pharmaceuticals, LLC	[315631]	09/18/06		Inactive	Abandoned 11/10/06

**Trademarks Licenses**

None.