

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Upsher-Smith Laboratories, Inc.		06/12/2012	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2166535	AMLACTIN
Registration Number:	3047000	AMLACTIN XL
Registration Number:	4132285	B-NEXA
Registration Number:	2948545	CLENIA
Registration Number:	1477217	
Registration Number:	2605860	K
Registration Number:	2441142	FOLGARD
Registration Number:	3210674	FOLGARD OS
Registration Number:	3207860	FOLGARD RX
Registration Number:	3505042	HEMRIL-30
Registration Number:	2858599	JANTOVEN
Registration Number:	4050598	JUNITAS
Registration Number:	1415559	KLOR-CON
Registration Number:	2355456	MICRO-DISPERSIBLE TECHNOLOGY

CH \$1065.00 2166535

Registration Number:	1478136	
Registration Number:	4011587	NEXA
Registration Number:	1538898	NIACOR
Registration Number:	2998626	NYAMYC
Registration Number:	2653433	P200
Registration Number:	2580197	P400
Registration Number:	2127660	PACERONE
Registration Number:	2186179	PENTOXIL
Registration Number:	1757533	POLYGEL
Registration Number:	3588391	PRENEXA
Registration Number:	1853998	PREVALITE
Registration Number:	1418108	RMS
Registration Number:	1486671	SLO-NIACIN
Registration Number:	2589801	SORINE
Registration Number:	1142198	SSKI
Serial Number:	85515067	
Registration Number:	3793551	TOPIRAGEN
Registration Number:	4046667	TRIANEX
Registration Number:	3069319	ULTRAPLEX
Registration Number:	1270544	UNISERTS
Registration Number:	1852186	UPSHER-SMITH
Registration Number:	2562881	UPSHER-SMITH
Registration Number:	4048329	UPSHER-SMITH
Registration Number:	1912963	USL
Registration Number:	3178335	VANDAZOLE
Registration Number:	4050597	VEBALYM
Registration Number:	4079190	VERZALI
Registration Number:	4079189	ZATELEP

**CORRESPONDENCE DATA**

Fax Number: 2149813400

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

**TRADEMARK**  
**REEL: 004800 FRAME: 0782**

Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-38650
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	06/13/2012

**Total Attachments: 6**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 12, 2012 by and from Upsher-Smith Laboratories, Inc., a Minnesota corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Grantor, the Foreign Subsidiary Borrowers party thereto from time to time, the Lenders, the Issuing Bank and Grantee have entered into a Credit Agreement dated as of June 12, 2012 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of the Grantor have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of June 12, 2012 (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into a Pledge and Security Agreement dated as of June 12, 2012 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Trademarks (as defined below), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon (i) the termination of any and all commitments to extend credit under the Loan Documents, and the termination of the Credit Agreement pursuant to its express terms and (ii) the payment of all of the Secured Obligations (other than Unliquidated Obligations) in cash and in full (or with respect to any outstanding Letters of Credit, the cash collateralization of such Letter of Credit on terms reasonably acceptable to the Administrative Agent and the Issuing Bank or the delivery of a backup Letter of Credit to the Administrative Agent as required by the Credit Agreement) and any commitments of the Administrative Agent or the Secured Parties which would give rise to any Obligations no longer being outstanding, this Confirmatory Grant shall terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, in each case, owned by such Grantor, including the foregoing listed on Exhibit A, and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (5) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

UPSHER-SMITH LABORATORIES, INC.,  
as a Grantor

By: Stephen M. Robinson  
Name: Stephen M. Robinson  
Title: Chief Financial Officer

Signature Page for  
Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 004800 FRAME: 0786**

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

By: Christine Kobold  
Name: Christine Kobold  
Title: Authorized Officer

Signature Page for  
Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 004800 FRAME: 0787**

EXHIBIT A

United States Trademarks and Trademark Applications

Title	Application No.	Application Date	Registration No.	Registration Date
AMLACTIN	75/201205	11/20/1996	2166535	6/16/1998
AMLACTIN XL	78/429,148	6/3/2004	3047000	1/17/2006
B-NEXA	77/889681	12/9/2009	4132285	4/24/2012
CLENIA	76/256870	5/14/2001	2948545	5/10/2005
Design (Klor-Con 8-Color Blue)	73/641730	1/28/1987	1477217	2/16/1988
Design (K-Man)	76/256854	5/14/2001	2605860	8/6/2002
FOLGARD	76/049210	5/17/2000	2441142	4/3/2001
FOLGARD OS	78/744585	1/11/2005	3210674	2/20/2007
FOLGARD RX	78/729430	10/8/2005	3207860	2/13/2007
HEMRIL-30	77/403622	2/22/2008	3505042	9/23/2008
JANTOVEN	76/465738	11/12/2002	2858599	6/29/2004
JUNITAS	85/155075	10/18/2010	4050598	11/1/2011
KLOR-CON	73/592767	4/11/1986	1415559	11/4/1986
MICRO-DISPERSIBLE TECHNOLOGY	74/662444	4/18/1995	2355456	6/6/2000
Miscellaneous Design	73/641213	1/27/1987	1478136	2/23/1988
NEXA	85/197620	12/14/2010	4011587	8/16/2011
NIACOR	73/759350	10/24/1988	1538898	5/16/1989
NYAMYC	76/465737	11/12/2002	2998626	9/20/2005
P200	76/177286	12/7/2000	2653433	11/26/2002
P400	76/177285	12/7/2000	2580197	6/11/2002
PACERONE	75/028678	12/6/1995	2127660	1/6/1998
PENTOXIL	74/712239	8/7/1995	2186179	9/1/1998
POLYGEL	74/096695	9/13/1990	1757533	3/9/1993
PRENEXA	77/327902	11/13/2007	3588391	3/10/2009



Title	Application No.	Application Date	Registration No.	Registration Date
PREVALITE	74/236957	1/13/1992	1853998	9/13/1994
RMS	73/565075	10/25/1985	1418108	11/25/1986
SLO-NIACIN	73/685403	9/21/1987	1486671	5/3/1988
SORINE	76/181044	12/14/2000	2589801	7/2/2002
SSKI	73/165702	4/10/1978	1142198	12/9/1980
THREE TEAR DROP Logo	85/515067	1/12/2012		
TOPIRAGEN	77/226535	7/11/2007	3793551	5/25/2010
TRIANEX	85/128361	9/13/2010	4046667	10/25/2011
ULTRAPLEX	78/434642	6/14/2004	3069319	3/14/2006
UNISERTS	73/409159	1/13/1983	1270544	3/20/1984
UPSHER-SMITH	74/453221	10/27/1993	1852186	9/6/1994
UPSHER-SMITH	75/862286	12/2/1999	2562881	4/23/2002
UPSHER-SMITH	85/251795	2/25/2011	4048329	11/1/2011
USL	74/437981	9/20/1993	1912963	8/22/1995
VANDAZOLE	78/596193	3/28/2005	3178335	11/28/2006
VEBALYM	85/155057	10/18/2010	4050597	11/1/2011
VERZALI	85/201015	12/17/2010	4079190	1/3/2012
ZATELEP	85/201003	12/17/2010	4079189	1/3/2012