

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAYSIDE FINANCE, LLC		08/31/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA	
Name:	WHITEHORSE FINANCE WAREHOUSE, LLC
Street Address:	1450 Brickell Avenue
Internal Address:	31st Floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	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	
Registration Number:	3937646	
Serial Number:	85026253	PRENATE ACTIVE
Serial Number:	85162672	PRENATE BALANCE
Serial Number:	77934247	PRENATE ESSENTIAL

CH \$390.00 2592990

Serial Number:	77551442	PRENATE COMPLETE
Serial Number:	85026257	

CORRESPONDENCE DATA

Fax Number: 4048152424
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 1170 Peachtree Street, NE, Suite 100
Address Line 2: Paul Hastings LLP
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	10/11/2012

Total Attachments: 11
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this "Assignment") is executed as of August 31, 2012 (the "Assignment Effective Date"), by BAYSIDE FINANCE, LLC ("Assignor") in favor of WHITEHORSE FINANCE WAREHOUSE, LLC ("Assignee"). Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, 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" and, together with Acella and Neuvosyn, the "Borrowers"), Alora Pharmaceuticals, LLC, a Delaware limited liability company ("Parent" and, together with the Borrowers, the "Grantors"), the other Persons party thereto from time to time as Guarantors and Assignor, as the Lender, entered into that certain Credit Agreement, dated as of December 30, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors and Assignor entered into that certain Security Agreement, dated as of December 30, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantors and Assignor entered into that certain Trademark Security Agreement, dated as of December 30, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), which the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 30, 2011 as Reel/Frame Number 4689/0426;

WHEREAS, Assignor and Assignee are parties to that certain Assignment and Assumption, dated and effective as of August 31, 2012 (the "Assignment and Assumption"), pursuant to which, among other things, Assignor irrevocably sold and assigned to Assignee, and Assignee irrevocably purchased and assumed from Assignor, all of Assignor's rights and obligations in its capacity as Lender under the Credit Agreement, the Security Agreement, the Trademark Security Agreement and the other Loan Documents; and

WHEREAS, Assignee requested in connection with the Assignment and Assumption that Assignor also enter into this Assignment to assign all of its rights, title and interest in, to and under the Trademark Security Agreement to Assignee;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Assignor, for good and adequate consideration described in the Assignment and Assumption, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Assignment Effective

Date, to Assignee, for itself as Lender, all of the rights, title and interest of Assignor in, to and under the Trademark Security Agreement.

2. Further Assurances. Assignor agrees to cooperate with Assignee and to take all actions reasonably requested by Assignee in order to fully carry out the terms of this Assignment or to permit Assignee to obtain the full benefits of this Assignment.

3. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in that State, and any applicable laws of the United States of America.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed by its duly authorized officer or representative as of the date first above written.

“Assignor”:

BAYSIDE FINANCE, LLC

By: 

Name: **Richard Siegel**

Title: **Authorized Signatory**

“Assignee”:

WHITEHORSE FINANCE WAREHOUSE, LLC

By: WhiteHorse Finance, LLC, its designated manager

By: 

Name: **ALASTAIR S.C. MERRICK**

Title: **CFO + TREASURER**

Schedule A

Trademarks

[See attached.]

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

PRENATE®

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

PRENATE DHA®

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

PRENATE ELITE®

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 nd 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 nd 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 nd 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 th 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 rd Ext due 05/23/12	85026257	April 29, 2010	NA	NA

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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.