

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT			
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Entity Type for the Receiving Party previously recorded on Reel 004935 Frame 0327. Assignor(s) hereby confirms the Entity Type for the Receiving Party should have been Limited Liability Company.			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	HAWTHORN PHARMACEUTICALS, INC.		12/31/2012	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA				
Name:	MIDCAP FUNDING V, LLC, AS ADMINISTRATIVE AGENT			
Street Address:	7255 Woodmont Ave., Suite 200			
Internal Address:	Attn: Pernix Account Officer			
City:	Bethesda			
State/Country:	MARYLAND			
Postal Code:	20814			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 14				
	Property Type	Number	Word Mark	
	Registration Number:	4059980	ARBINOXA	
	Registration Number:	2850562	DYTAN	
	Registration Number:	3749059	ELIPHOS	
	Registration Number:	3749753	HYLIRA	
	Registration Number:	2850561	ICAR	
	Registration Number:	3749061	VERIPRED	
	Registration Number:	2842771	XIRATUSS	
	Registration Number:	3751655	ZAMICET	
	Registration Number:	4105641	ZUTRIPRO	
	Serial Number:	85615837	VITUZ	
	Serial Number:	85384426	REZIRA	

CH \$365.00 4059980

Serial Number:	77763422	HAWTHORN PHARMACEUTICALS, INC.
Serial Number:	85615823	TUZENDA
Serial Number:	85374196	XIREZ

CORRESPONDENCE DATA

Fax Number: 2134432926
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 213-617-5493
 Email: jcravitz@sheppardmullin.com
 Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
 Address Line 1: 333 S. Hope St., 48th Floor
 Address Line 2: Attn: J. Cravitz
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	33KJ-174645
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	01/07/2013

Total Attachments: 17
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 7, 2013

PTAS

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP
333 S. HOPE ST., 48TH FLOOR
ATTN: J. CRAVITZ
LOS ANGELES, CA 90071

900243122

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/03/2013

REEL/FRAME: 4935/0327
NUMBER OF PAGES: 15

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 33KJ-174645

ASSIGNOR:
HAWTHORN PHARMACEUTICALS, INC.

DOC DATE: 12/31/2012
CITIZENSHIP: MISSISSIPPI
ENTITY: CORPORATION

ASSIGNEE:
MIDCAP FUNDING V, LLC, AS
ADMINISTRATIVE AGENT
7255 WOODMONT AVE., SUITE 200
ATTN: PERNIX ACCOUNT MANAGER
BETHESDA, MARYLAND 20814

CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

SERIAL NUMBER: 76525101
REGISTRATION NUMBER: 2850561
MARK: ICAR

FILING DATE: 06/16/2003
REGISTRATION DATE: 06/08/2004

DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

SERIAL NUMBER: 76525102 FILING DATE: 06/16/2003
REGISTRATION NUMBER: 2842771 REGISTRATION DATE: 05/18/2004
MARK: XIRATUSS
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

SERIAL NUMBER: 76525103 FILING DATE: 06/16/2003
REGISTRATION NUMBER: 2850562 REGISTRATION DATE: 06/08/2004
MARK: DYTAN
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

SERIAL NUMBER: 77763186 FILING DATE: 06/18/2009
REGISTRATION NUMBER: 3749059 REGISTRATION DATE: 02/16/2010
MARK: ELIPHOS
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

SERIAL NUMBER: 77763249 FILING DATE: 06/18/2009
REGISTRATION NUMBER: 3751655 REGISTRATION DATE: 02/23/2010
MARK: ZAMICET
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 77763321 FILING DATE: 06/18/2009
REGISTRATION NUMBER: 3749061 REGISTRATION DATE: 02/16/2010
MARK: VERIPRED
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 77763422 FILING DATE: 06/18/2009
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: HAWTHORN PHARMACEUTICALS, INC.
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 77785140 FILING DATE: 07/20/2009
REGISTRATION NUMBER: 3749753 REGISTRATION DATE: 02/16/2010
MARK: HYLIRA
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 85301155 FILING DATE: 04/21/2011
REGISTRATION NUMBER: 4059980 REGISTRATION DATE: 11/22/2011
MARK: ARBINOXA
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85374196 FILING DATE: 07/18/2011
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: XIREZ
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85384426 FILING DATE: 07/29/2011
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: REZIRA
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85384468
REGISTRATION NUMBER: 4105641
MARK: ZUTRIPRO
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/29/2011
REGISTRATION DATE: 02/28/2012

SERIAL NUMBER: 85615823
REGISTRATION NUMBER:
MARK: TUZENDA
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/03/2012
REGISTRATION DATE:

SERIAL NUMBER: 85615837
REGISTRATION NUMBER:
MARK: VITUZ
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/03/2012
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
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RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING V, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	7255 Woodmont Ave., Suite 200		
Internal Address:	Attn: Perm Account Manager		
City:	Bethesda		
State/Country:	MARYLAND		
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Registration Number:	2850561	ICAR	
Registration Number:	3749061	VERIPRED	
Registration Number:	2842771	XIRATUSS	
Registration Number:	3751655	ZAMICET	
Registration Number:	4105641	ZUTRIPRO	
Serial Number:	85615837	VITUZ	
Serial Number:	85384426	REZIRA	
Serial Number:	77763422	HAWTHORN PHARMACEUTICALS, INC.	
Serial Number:	85615823	TUZENDA	

CH \$365.00 4059980

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of December, 2012, by each of the undersigned (individually and collectively, "Grantor"), in favor of MIDCAP FUNDING V, LLC, a Delaware limited liability company, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, the undersigned, the lenders from time to time party thereto (the "Lenders"), Grantee and the other parties thereto that are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extension of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a

continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1 of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "New Trademarks") acquired during the fiscal quarter corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of Maryland from time to time.

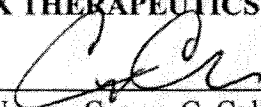
6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(Signature Pages Follow)


IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTORS:


PERNIX THERAPEUTICS HOLDINGS, INC.

By: 
Name: Cooper C. Collins
Title: President and Chief Executive Officer


PERNIX THERAPEUTICS, LLC

By: 
Name: Cooper C. Collins
Title: President and Chief Executive Officer,
Pernix Therapeutics Holdings, Inc.,
Sole Member and Sole Manager of Pernix Therapeutics, LLC

CYPRESS PHARMACEUTICALS, INC.

By: 
Name: Cooper C. Collins
Title: President and Chief Executive Officer

HAWTHORN PHARMACEUTICALS, INC.

By: 
Name: Cooper C. Collins
Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MIDCAP FUNDING V, LLC,
a Delaware limited liability company, as
Administrative Agent and Grantee

By: Michael Min
Name: Michael Min
Title: Director

Schedule 1

A. Cypress Pharmaceuticals, Inc.

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
Cypress Pharmaceutical, Inc. & design	2101153	09/30/1997	Pharmaceutical preparations for the treatment of pain, histamine production, congestion, cough, urinary tract disorders, respiratory ailments, psychotic conditions, hemorrhoids, gastrointestinal disorders, spasms, pinworms, urinary incontinence, and nausea

B. Hawthorn Pharmaceuticals, Inc.

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services
Vituz	85615837	05/03/2012	Pharmaceutical preparations for the treatment of cough and upper respiratory symptoms associated with allergy or common cold
Tuzenda	85615823	05/03/2012 <i>Abandoned</i> 08/12/2012	Pharmaceutical preparations for the treatment of cough and upper respiratory symptoms associated with allergy or common cold
Rezira	85384426	07/29/2011	Cough treatment preparations; Preparations for treating colds
Xirez	85374196	07/18/2011 <i>Abandoned</i> 06/07/2012	Pharmaceutical preparations for the relief of cough and congestion in the common cold
Hawthorn Pharmaceuticals, Inc. (and Design)	77-763422	06/18/2009 <i>Abandoned</i> 09/30/2012	Pharmaceutical preparations for the treatment of pediatric conditions, renal conditions, and the relief of pain.

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
Arbinoxa	4059980	11/22/2011	Allergy medications
Zutripro	4105641	02/28/2012	Cough treatment preparations; Preparations for treating colds
Hylira	3749753	02/16/2010	Pharmaceutical preparations for the treatment of xerosis
Veripred	3749061	02/16/2010	Steroids
Zamicet	3751655	02/23/2010	Analgesics
Eliphos	3749059	02/16/2010	Pharmaceutical preparations for the treatment of hyperphosphatemia in end stage renal failure
DYTAN	2850562	06/08/2004	Antihistaminic for amelioration of allergic reactions
ICAR	2850561	06/08/2004	Vitamin and mineral supplements
Xiratuss	2842771	05/18/2004	Pharmaceutical preparation for the symptomatic relief of the cough and nasal congestion associated with the common cold



C. Pernix Therapeutics, LLC


Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services
Allanhist PDX	85347049	06/15/2011	Pharmaceutical preparations for the treatment of coughing; Pharmaceutical preparations for treating allergic rhinitis and asthma; Pharmaceutical products for treating respiratory diseases; Drug delivery agents consisting of compounds that facilitate delivery of a wide range of pharmaceuticals; Medicinal preparations for the mouth to be applied in the form of drops, capsules, tablets and compressed tablets; Pharmaceutical preparations, namely, drug delivery agents consisting of compounds that facilitate the delivery of a continuous release of a wide variety of therapeutic agents
Pediahist	85347018	06/15/2011	Pharmaceutical preparations for the treatment of coughing; Drug delivery agents consisting of compounds that facilitate delivery of a wide range of pharmaceuticals; Medicinal preparations for the mouth to be applied in the form of drops, capsules, tablets and compressed tablets; Pharmaceutical preparations for treating allergic rhinitis and asthma; Pharmaceutical preparations, namely, drug delivery agents consisting of compounds that facilitate the delivery of a continuous release of a wide variety of therapeutic agents; Pharmaceutical products for treating respiratory diseases and asthma
Z-Pro	77541481	08/07/2008 <i>Abandoned</i> 04/30/2012	Pharmaceutical preparations in the nature of a pediatric antihistamine; Pharmaceutical preparations for coughing; Cough medicine
Infatuss	85292460	04/12/2011	Pharmaceutical preparations for the treatment of coughing; Cough medicines
Infahist	85292466	04/12/2011	Pharmaceutical preparations in the nature of antihistamines
Encinta	85097598	07/31/2010	Vitamins; Pharmaceutical preparations for allergy relief; Pharmaceutical preparations for treatment of nausea
Nazyne	77542160	08/08/2008 <i>Abandoned</i> 08/06/2012	Pharmaceutical preparations in the nature of a pediatric antihistamine; Pharmaceutical preparations for coughing; Cough medicine
Infahist	77-247036	08/03/2007 <i>Abandoned</i> 05/16/2011	Pharmaceutical preparations in the nature of antihistamines
Infatuss	77-247057	08/03/2007 <i>Abandoned</i> 05/16/2011	Pharmaceutical preparations for the treatment of coughing. Cough medicines
Allres	77-269717	08/31/2007	Pharmaceutical preparations, namely, prescription cough and cold medication
Infapred	85-637869	05/29/2012	Liquid steroid-containing drug preparation for oral use, namely, pharmaceutical preparation for the treatment of respiratory inflammation
Painergy	85-744457	10/03/2012	Pharmaceutical preparation for providing energy and pain relief

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services
Epi-Twin	85-277378	03/25/2011 <i>Abandoned</i> 12/22/2011	Injectable pharmaceuticals for the treatment of allergies

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
	4076351	12/27/2011	Full line of medical, pharmaceutical, and therapeutic preparations for use in connection with humans
Pernix	3897832	12/28/2010	Full line of medical, pharmaceutical, and therapeutic preparations for use in connection with humans
Cardec	3986999	06/28/2011	Cough syrups
Pediatex	2684051	02/04/2003	Pharmaceutical preparations in the nature of a pediatric antihistamine
Cedax	1610363	08/21/1990	Antibiotic preparation
	2764357	09/16/2003	Pharmaceutical preparation for the treatment of allergies, seasonal and perennial rhinorrhea, itchy watery eyes, nose and throat, and hay fever
Brovex	3347390	12/04/2007	Pharmaceutical preparation for the treatment of allergies, seasonal and perennial rhinorrhea, itchy watery eyes, nose and throat, and hay fever
Aldex	2748943	08/05/2003	Allergy and cold relief medication for adults and children
Zema-Pak	3794748	05/25/2010	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
Rezyst	3703028	10/27/2009	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
Quinzyme	3703027	10/27/2009	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
Coco-Cof	3854065	09/28/2010	Pharmaceutical products for treating respiratory diseases and asthma; and nutritional supplements for respiratory relief
Nodolor	3962007	05/17/2011	Pharmaceutical preparation used as an antihistamine; pharmaceutical preparation for pain relief; pharmaceutical preparation for treating upper respiratory diseases and asthma
Z-Cof	2738086	07/15/2003	Cough medicine
TCT	2995512	09/13/2005	Pharmaceutical preparations for human and veterinary use, namely

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
			decongestants, cough suppressants, antitussives, pharmaceutical preparations for neuroleptic purposes; pharmaceutical preparations for sleeping purposes; nutraceuticals for use as a dietary supplement
TCT TANNATE CONVERSION TECHNOLOGY	3085781	04/25/2006	Pharmaceutical preparations for human and veterinary use, namely decongestants, cough suppressants, antitussives
	3133887	08/22/2006	Full line of pharmaceuticals
Tussinac	4129092 [Ser. No. 77805126]	04/17/2012	Prescription medical food products for treating respiratory diseases and asthma comprising n-acetylcysteine as an active ingredient; nutritional supplements for respiratory relief comprising n-acetylcysteine as an active ingredient

D. Pernix Therapeutics Holdings, Inc.

Trademarks

Trademark	Serial No. Filing Date	Filing Date	Registration No. Registration Date	Registration Date
DR. COCOA'S	85-700789	08/10/2012	None	None.
DR. COCOA'S	85-700783	08/10/2012	None	None.
FIGHT THE COUGH NOT THE KID	85-772252	11/06/2012	None	None.

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 201__ by _____ (the "Grantor"), in favor of MIDCAP FUNDING V, LLC, a Delaware limited liability company, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, "Grantee");

WITNESSETH:

WHEREAS, Grantor, Grantee, certain guarantors and certain financial institutions are parties to that certain Credit and Guaranty Agreement dated as of December 31, 2012 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of December 31, 2012 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any

claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

[_____]

By: _____

Name: _____

Title: _____

(Signature Page to Supplement to Trademark Security Agreement)

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

MIDCAP FUNDING V, LLC, a Delaware
limited liability company, as Administrative
Agent

By: _____

Name: _____

Title: _____

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services