

## 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
Sebela International Limited		08/26/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4007463	ANALPRAM ADVANCED	
Registration Number:	3776172	ANALPRAM E	
Registration Number:	1476501	ANALPRAM HC	
Registration Number:	1270523	PRAMOSONE	
Registration Number:	1353649	PRAX	
Serial Number:	85129862	MICORT-HC	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2125562100		
Email:	clein@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	09642-015050
NAME OF SUBMITTER:	Susan Shen-Frattura
Signature:	/Susan Shen-Frattura/
Date:	08/26/2013
Total Attachments: 6 source=12 - Trademark Security Agreement (Final)#page1.tif source=12 - Trademark Security Agreement (Final)#page2.tif source=12 - Trademark Security Agreement (Final)#page3.tif source=12 - Trademark Security Agreement (Final)#page4.tif source=12 - Trademark Security Agreement (Final)#page5.tif source=12 - Trademark Security Agreement (Final)#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2013 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue

and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark and Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

**SIGNED AND DELIVERED** as a Deed  
for and on behalf of **SEBELA INTERNATIONAL LIMITED**  
by its lawfully appointed attorney KEVIN INBLEY  
(Name of Attorney)

Kevin Inbley  
(Signature of Attorney)

in the presence of:

[Handwritten Signature]  
(Witness' Signature)

W. Ingemann  
(Witness' Name)

42 Slip Road  
Wellington St Georges  
(Witness' Address)

Admin Asst.  
(Witness' Occupation)



ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: *Laura DeAngelis*  
Name: Laura DeAngelis  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 005097 FRAME: 0802

SCHEDULE I  
TO  
Trademark SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED Trademarks

Trademark	Registration Date	Registration Number	Description
Analpram Advanced	Aug 2, 2011	4007463	IC 005. US 006 018 044 046 051 052. G & S: Medical kits primarily comprised of topical cream for dermatological use, processed food adapted for medical purposes and pre-moistened medicated wipes.
Analpram E	Apr 13, 2010	3776172	IC 005. US 006 018 044 046 051 052. G & S: Topical hydrocortisone and pramoxine cream for the treatment of hemorrhoids.
Analpram HC	Feb 16, 1988	1476501	IC 005. US 018. G & S: Topical hydrocortisone and pramoxine cream for the treatment of hemorrhoids.
Pramosone	Mar 20, 1984	1270523	IC 005. US 018. G & S: Topical Anti-Pruritic Steroid Ointment, Cream and Lotion.
Prax	Aug 13, 1985	1353649	IC 005. US 018. G & S: Pharmaceutical preparation-namely, emollient skin lotion.

2. Trademark APPLICATIONS

Trademark	Registration Date	Registration Number	Description
Micort-HC	September 15, 2010	85/129,862	