

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Trademark Collateral Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Romark Laboratories, L.C.		08/30/2013	LIMITED LIABILITY COMPANY: FLORIDA
	Romark Manufacturing, LLC		08/30/2013	LIMITED LIABILITY COMPANY:
	Lapicor, N.V.		08/30/2013	Limited Company: BELGIUM
RECEIVING PARTY DATA				
Name:	U.S. Bank National Association			
Street Address:	Corporate Trust Services			
Internal Address:	One Federal Street, 3rd floor			
City:	Boston			
State/Country:	MASSACHUSETTS			
Postal Code:	02110			
Entity Type:	National Banking Association: UNITED STATES			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	2812956	ALINIA	
CORRESPONDENCE DATA				
Fax Number:				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Email:	Docket_ip@pillsburylaw.com, sdipdocket@pillsburylaw.com, michelle.mehok@pillsburylaw.com			
Correspondent Name:	Michelle L. Mehok			
Address Line 1:	Pillsbury Winthrop Shaw Pittman LLP			
Address Line 2:	12255 El Camino Real, Suite 300			
Address Line 4:	San Diego, CALIFORNIA 92130			
ATTORNEY DOCKET NUMBER:	258340-0000166			

CH \$40.00 2812956

NAME OF SUBMITTER:	Michelle L. Mehok
Signature:	/michelle mehok/
Date:	09/04/2013
<b>Total Attachments: 7</b> source=Romark Trademark Collateral Agreement#page1.tif source=Romark Trademark Collateral Agreement#page2.tif source=Romark Trademark Collateral Agreement#page3.tif source=Romark Trademark Collateral Agreement#page4.tif source=Romark Trademark Collateral Agreement#page5.tif source=Romark Trademark Collateral Agreement#page6.tif source=Romark Trademark Collateral Agreement#page7.tif	

## TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT (this "Trademark Collateral Agreement"), dated as of August 30, 2013, is entered into by ROMARK LABORATORIES, L.C., a Florida limited liability company (the "Issuer"), ROMARK MANUFACTURING, LLC ("Romark Manufacturing"), LAPICOR, N.V. ("Lapicor"), and together with the Issuer and Romark Manufacturing, each, a "Grantor", and collectively, the "Grantors"), and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (as defined below) (the "Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Collateral Agreement dated as of the date hereof by and among the Grantors, the Collateral Agent and the other parties party thereto (the "Collateral Agreement"), each Grantor has agreed to grant to the Collateral Agent a first-priority lien and security interest in its Proprietary Rights (subject to Permitted Liens) including trademark applications and registrations; and

WHEREAS, pursuant to the Collateral Agreement, the Grantors are required to execute and deliver to the Collateral Agent this Trademark Collateral 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, the 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 Collateral Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns and pledges to Collateral Agent a continuing first-priority lien and security interest (subject to Permitted Liens) 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 trademark registrations including those set forth in Schedule I hereto (the "Trademarks");
  - (b) all goodwill of the business associated with the Trademarks; and
  - (c) all products and proceeds of the Trademarks, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any license.

3. SECURITY FOR SECURED OBLIGATIONS. The grant of a lien and security interest in the Trademark Collateral by the Grantors pursuant to this Trademark Collateral Agreement secures prompt payment to the Secured Parties of the Obligations. This Trademark

Collateral Agreement and the lien and security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Collateral Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a proceeding commenced by or against any Grantor under any provision of the Bankruptcy Code (or under any other applicable foreign bankruptcy, insolvency, receivership or similar law) or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

4. COLLATERAL AGREEMENT. The lien and security interest granted pursuant to this Trademark Collateral Agreement is granted in conjunction with the lien and security interests granted to Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Collateral Agreement and the Collateral Agreement, the Collateral Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Each Grantor hereby authorizes Collateral Agent to modify this Trademark Collateral Agreement by amending Schedule I to include any new trademark rights of such Grantor in accordance with the provisions of the Collateral Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Collateral Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Trademark Collateral Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Trademark Collateral Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Trademark Collateral Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Trademark Collateral Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Trademark Collateral Agreement or any instrument or agreement required hereunder.

7. BINDING EFFECT. The provisions of this Trademark Collateral Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, no Grantor shall assign or delegate any of its rights or duties hereunder without the prior written consent of the Collateral Agent, and any attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Agent hereunder shall, if such Persons so agree, inure to any party acquiring any

interest in the Obligations or any part thereof in accordance with the terms hereof or of the Collateral Agreement.

8. CAPTIONS. The captions contained in this Trademark Collateral Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

9. TERMINATION AND RELEASE. This Trademark Collateral Agreement shall terminate in accordance with the Collateral Agreement.

10. ENTIRE AGREEMENT. This Trademark Collateral Agreement, together with the Collateral Agreement, other Indenture Documents and the other Security Documents, embodies the entire agreement and understanding between the Grantors and the Collateral Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantors and the Collateral Agent relating to the Trademark Collateral.

11. COUNTERPARTS. This Trademark Collateral Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.


12. AMENDMENTS. Other than as permitted pursuant to the Collateral Agreement, neither this Trademark Collateral Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Collateral Agreement.

13. GOVERNING LAW. **THIS TRADEMARK COLLATERAL AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT LOCAL LAW GOVERNS THE CREATION, PERFECTION, PRIORITY OR ENFORCEMENT OF SECURITY INTERESTS.**


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

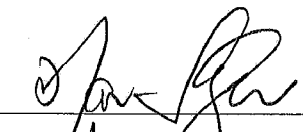
ROMARK LABORATORIES, L.C., as Grantor

By:   
Name: Marc S. Ayers  
Title: CEO

ROMARK MANUFACTURING, LLC, as Grantor

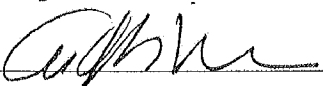
By:   
Name: Marc S. Ayers  
Title: Manager

LAPICOR, N.V., as Grantor

By:   
Name: Marc S. Ayers  
Title: Designated Director

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent

By:  \_\_\_\_\_

Name Alison D.B. Nadeau  
Vice President

Title \_\_\_\_\_

SCHEDULE I  
to  
TRADEMARK COLLATERAL AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

UNITED STATES TRADEMARK REGISTRATIONS

<u>GRANTOR</u>	<u>TRADE MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>GOODS</u>
Romark Laboratories, L.C.	ALINIA	2812956	February 10, 2004	Pharmaceuticals, namely, anti infective

NON-UNITED STATES TRADEMARK REGISTRATIONS

<u>GRANTOR</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NUMBER</u>	<u>FILING DATE</u>
Romark Laboratories, L.C.	Argentina	ALINIA	1,990,140	December 4, 2002
Romark Laboratories, L.C.	Benelux	ALINIA	0 731 006	
Romark Laboratories, L.C.	Bolivia	ALINIA	103802 C	May 23, 2003
Romark Laboratories, L.C.	Bolivia	ROMARK	93800 C	September 12, 2002
Romark Laboratories, L.C.	Brazil	ALINIA	825157242	
Romark Laboratories, L.C.	Chile	ALINIA	783774	May 2, 2003
Romark Laboratories, L.C.	Chile	CRYPTAZ	617172	February 27, 2001
Romark Laboratories, L.C.	Colombia	ALINIA	338908	May 26, 2003
Romark Laboratories, L.C.	Colombia	CRYPTAZ	274871	March 8, 2002
Romark Laboratories, L.C.	Costa Rica	ALINIA	143984	April 30, 2003
Romark Laboratories, L.C.	Costa Rica	CRYPTAZ	2001-331*	May 8, 2001
Romark Laboratories, L.C.	Dominican Republic	ALINIA	138176	May 8, 2003
Romark Laboratories, L.C.	Dominican Republic	CRYPTAZ	99200090*	March 13, 2001
Romark Laboratories, L.C.	Ecuador	ALINIA	133135*	April 21, 2003



Romark Laboratories, L.C.	Ecuador	CRYPTAZ	14244	January 7, 2001
Romark Laboratories, L.C.	El Salvador	ALINIA	173	May 5, 2003
Romark Laboratories, L.C.	Guatemala	ALINIA	133209	May 28, 2003
Romark Laboratories, L.C.	Guatemala	CRYPTAZ	116069	October 4, 2001
Romark Laboratories, L.C.	Honduras	ALINIA	91166	May 5, 2003
Romark Laboratories, L.C.	Madrid Convention countries	ALINIA	806515	
Romark Laboratories, L.C.	Mexico	ALINIA	825,496*	
Romark Laboratories, L.C.	Nicaragua	ALINIA	70624	May 5, 2003
Romark Laboratories, L.C.	Nicaragua	CRYPTAZ	51087	February 8, 2001
Romark Laboratories, L.C.	Panama	ALINIA	126982	May 7, 2003
Romark Laboratories, L.C.	Panama	CRYPTAZ	112991	February 21, 2001
Romark Laboratories, L.C.	Paraguay	ALINIA	263257	May 12, 2001
Romark Laboratories, L.C.	Peru	ALINIA	P00089378	December 3, 2002
Romark Laboratories, L.C.	Peru	ROMARK	P00082599	February 19, 2002
Romark Laboratories, L.C.	Peru	CRYPTAZ	P00074397	May 10, 2001
Romark Laboratories, L.C.	Uruguay	ALINIA	731006	
Romark Laboratories, L.C.	Uruguay	CRYPTAZ	331682	May 29, 2001
Romark Laboratories, L.C.	Venezuela	ALINIA	1267453*	May 2, 2003
Romark Laboratories, L.C.	Venezuela	CRYPTAZ	P238036	February 8, 2001

\* Applications, not yet registered

### Trademark Licenses