

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
Alora Pharmaceuticals, LLC		09/13/2013	LIMITED LIABILITY COMPANY: DELAWARE
Acella Holdings, LLC		09/13/2013	LIMITED LIABILITY COMPANY: DELAWARE
Acella Pharmaceuticals, LLC		09/13/2013	LIMITED LIABILITY COMPANY: DELAWARE
Avion Pharmaceuticals, LLC		09/13/2013	LIMITED LIABILITY COMPANY: DELAWARE
Neuvosyn Laboratories, LLC		09/13/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent
Street Address:	311 South Wacker Drive, Suite 6400
Internal Address:	c/o Monroe Capital LLC
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2592990	NICOMIDE
Registration Number:	2982079	NICOMIDE-T
Serial Number:	85386597	NICOMIDE
Serial Number:	85386600	NICOMIDE-T
Registration Number:	2850441	PRENATE
Registration Number:	3346288	PRENATE DHA
Registration Number:	3356954	PRENATE DHA RX PRENATAL VITAMIN & DHA

OP \$440.00 2592990

Registration Number:	3101227	PRENATE ELITE
Registration Number:	3506117	
Registration Number:	3712494	
Registration Number:	3937646	
Registration Number:	4121648	ZOLAFIN
Serial Number:	85026253	PRENATE ACTIVE
Serial Number:	85162672	PRENATE BALANCE
Serial Number:	77934247	PRENATE ESSENTIAL
Serial Number:	85026257	
Serial Number:	85626593	PRENATE MINI

CORRESPONDENCE DATA

Fax Number: 3124996701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312) 499-6700
Email: tapatterson@duanemorris.com
Correspondent Name: Brian P. Kerwin, Esq.
Address Line 1: 190 South LaSalle Street, Suite 3700
Address Line 2: Duane Morris LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	F6270-00007
NAME OF SUBMITTER:	Brian P. Kerwin
Signature:	/Brian P. Kerwin/
Date:	09/19/2013

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of September 13, 2013, is made by (i) Alora Pharmaceuticals, LLC, a Delaware limited liability company (“**Parent**”), (ii) Acella Holdings, LLC, a Delaware limited liability company (“**Holdings**”), and (iii) Acella Pharmaceuticals, LLC, Avion Pharmaceuticals, LLC, and Neuvosyn Laboratories, LLC, each a Delaware limited liability company (together with Parent and Holdings individually sometimes referred to herein as a “**Company**” and collectively with Parent and Holdings as the “**Companies**”), in favor of Monroe Capital Management Advisors, LLC, as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and all of the other financial institutions (“**Lenders**”) party to the Credit Agreement identified below.

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”) by and among Companies, Agents, and the financial institutions from time to time party thereto (collectively, the “**Lenders**”), the Lenders have agreed to make certain Loans to Company.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Company (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Certain Documents. The Credit Agreement and the Guaranty and Collateral Agreement (as defined therein) and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: “Copyrights,” “Intellectual Property,” “Intellectual Property Licenses,” “Paid in Full,” “Patents,” “Secured Obligations” and “Trademarks.”

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the Secured Obligations, each Company hereby grants to and in favor of Administrative Agent (for the benefit of Lenders and Agents) a first priority perfected security interest and lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of each Company’s right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired, including, without limitation, as identified on Exhibit A attached hereto and made a part hereof (and all proceeds thereof).

To the extent that the granting of a security interest in a Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant’s intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the “Lanham Act”)) would render such Trademark (or the application therefor) invalid or

unenforceable, then the security interest granted hereunder shall not attach to such Trademark application until such time as (A) an amendment is filed under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed under section 1(d) of the Lanham Act.

3. Representation and Warranty. Each Company hereby represents and warrants to Administrative Agent, which representations and warranties shall survive the execution and delivery of this IP Security Agreement, that as of the date hereof, Exhibit A hereto identifies all Intellectual Property which is registered or for which an application for registration is pending that is owned by Company in its own name and all Intellectual Property Licenses to which Company is a licensee of a registered or applied for Patent, Copyright or Trademark.

4. New Intellectual Property. If, before all Secured Obligations shall have been Paid in Full, any Company shall (i) become aware of any existing material Intellectual Property of which Company has not previously informed Administrative Agent, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and each Company shall comply with Section 5.7(f) of the Guaranty and Collateral Agreement (and the notice requirement set forth therein). Provided Administrative Agent gives written notice to Company, each Company hereby authorizes Administrative Agent to unilaterally modify this IP Security Agreement by amending Exhibit A to include any such Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable (at Company's sole cost). Upon Administrative Agent's reasonable request, each Company agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Administrative Agent's interest (for the benefit of Agent and Lenders) in all Intellectual Property added to Exhibit A pursuant to this Section.

5. Effect on Credit Agreement. Each Company acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. If any provision of this IP Security Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern and control.

6. Further Assurances. Each Company agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Each Company acknowledges that a copy of this IP Security Agreement will be filed by the Administrative

Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Companies.

7. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Company and Administrative Agent.

8. Cumulative Remedies; Power of Attorney. All of Administrative Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement (or the Guaranty and Collateral Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Company hereby authorizes Administrative Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as such Company's true and lawful attorney-in-fact, with power to (i) endorse Company's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Administrative Agent deems to be in the best interest of Administrative Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. This power of attorney being coupled with an interest shall be irrevocable until all Secured Obligations shall have been Paid in Full.

9. Binding Effect; Benefits. This IP Security Agreement shall be binding upon each Company and its respective successors and permitted assigns, and shall inure to the benefit of Administrative Agent, its successors, nominees and assigns; provided, however, no Company shall assign this IP Security Agreement or any of such Company's obligations hereunder without the prior written consent of Administrative Agent.

10. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Illinois, without regard to choice of law or conflict of law principles.

11. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Page Follows]

EXECUTION VERSION

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

Alora Pharmaceuticals, LLC

By: Mark Pugh
Name: Mark Pugh
Its: Chief Executive Officer

Acella Holdings, LLC

By: Mark Pugh
Name: Mark Pugh
Its: Chief Executive Officer

Acella Pharmaceuticals, LLC

By: Mark Pugh
Name: Mark Pugh
Its: Chief Executive Officer

Avion Pharmaceuticals, LLC

By: Mark Pugh
Name: Mark Pugh
Its: Chief Executive Officer

Neuvosyn Laboratories, LLC

By: Mark Pugh
Name: Mark Pugh
Its: Chief Executive Officer

Agreed and Accepted:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC,**
as Administrative Agent

By: _____
Name:
Title:

Intellectual Property Security Agreement

TRADEMARK
REEL: 005114 FRAME: 0675

EXECUTION VERSION

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

Alora Pharmaceuticals, LLC

By: _____
Name: Mark Pugh
Its: Chief Executive Officer

Acella Holdings, LLC

By: _____
Name: Mark Pugh
Its: Chief Executive Officer

Acella Pharmaceuticals, LLC

By: _____
Name: Mark Pugh
Its: Chief Executive Officer

Avion Pharmaceuticals, LLC

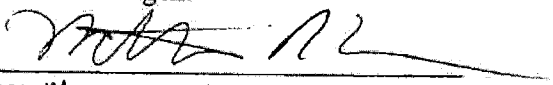
By: _____
Name: Mark Pugh
Its: Chief Executive Officer

Neuvosyn Laboratories, LLC

By: _____
Name: Mark Pugh
Its: Chief Executive Officer

Agreed and Accepted:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC,**
as Administrative Agent

By: 
Name: MATTHEW D. CLARK
Title: Director

Intellectual Property Security Agreement

EXHIBIT A

Copyrights

Grantor	Country	Copyright	Registration No.	Registration Date
Acella Pharmaceuticals, LLC	U.S.A.	Prenate 90 Pregnancy Calculator	TXu000311853	February 2, 1988

Patents

Grantor	Country	Patent	Registration No.	Filed Date
Acella Pharmaceuticals, LLC	U.S.A.	Oral composition and method for the treatment of inflammatory cutaneous disorders	6,979,468	December 6, 2002

The following comprise trademarks registrations and/or applications, by Loan Party, as indicated below:

Grantor	Country	Mark	Serial/Registration No.	App/Reg Date
Acella Pharmaceuticals, LLC	U.S.A.	NICOMIDE	SN:78-020079 RN:2,592,990	August 8, 2000 July 9, 2002
Acella Pharmaceuticals, LLC	U.S.A.	NICOMIDE-T	SN:78-328165 RN:2,982,079	November 14, 2003 August 2, 2005
Acella Pharmaceuticals, LLC	U.S.A.	NICOMIDE NICOMIDE	SN:85-386597	August 2, 2011 Pending
Acella Pharmaceuticals, LLC	U.S.A.	NICOMIDE-T NICOMIDE-T	SN:85-386600	August 2, 2011 Pending

Active U.S. Registrations:

PRENATE®							
	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®							
	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

	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®

	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Registered	Renewal due between 06/06/15 and 06/06/16	76572555	January 27, 2004	3101227	June 6, 2006



MISCELLANEOUS DESIGN (PRENATE Lady with Graduate Baby)

	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)

	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)

	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

ZOLAFIN

	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Registered	Affidavits due between 04/03/17 and 04/03/18	85399583		4121648	April 3, 2012

Pending U.S. Applications:

Prenate Active

	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Pending /Allowed	Notice of Allowance issued	85026253	April 29, 2010	NA	NA

			11/23/10; SOU due 11/23/13				
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PRENATE BALANCE

	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Pending /Allowed	Allowed 05/17/11; Statement of Use or 5th Extension due 11/17/13	85162672	October 27, 2010	NA	NA

PRENATE ESSENTIAL

	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Pending /Allowed	Statement of Use filed 07/17/13	77934247	February 12, 2010	NA	NA



MISCELLANEOUS DESIGN (PRENATE ACTIVE Lady)

	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Allowed	SOU or 3rd Ext due 11/23/13	85026257	April 29, 2010	NA	NA

PRENATE MINI

	Current Owner	Status	Sub Status	Serial #	Filing Date	Reg. #	Reg. Date
United States	Acella Pharmaceuticals, LLC	Pending/Allowed	SOU or 2nd Ext. due 12/11/13	85626593	May 16, 2012	NA	NA

Active International Applications/Registrations:

MARK	COUNTRY	CURRENT OWNER	[SER. NO.] /REG. NO.	FILING DATE	REG. DATE	STATUS	NEXT ACTION
PRENATE ELITE	Mexico	Sciele Pharma Cayman, Ltd.	[871473] 1091479	07/27/07	03/24/09	Registered	Renewal due 07/27/17
PRENATE ELITE	Colombia	Sciele Pharma Cayman, Ltd.	[06-086776] 372989	08/31/06	01/27/09	Registered	Renewal due 01/27/19
PRENATE ELITE FORTE	Colombia	Sciele Pharma Cayman, Ltd.	[06-086775] 373061	08/31/06	01/28/09	Registered	Renewal due 01/28/19
PRENATE ELITE	Venezuela	Sciele Pharma Cayman, Ltd.	[2006-020523]	09/11/06		Pending	
PRENATE ELITE FORTE	Venezuela	Sciele Pharma Cayman, Ltd.	[2006-020524]	09/11/06		Pending	
PRENATE ELITE FORTE	Poland	Sciele Pharma Cayman, Ltd.	[317372] 201415	10/30/06	02/15/08	Registered	Renewal due 10/30/16
PRENATE ELITE	Poland	Sciele Pharma Cayman, Ltd.	[317373] 201416	10/30/06	02/15/08	Registered	Renewal due 10/30/16
PRENATE ELITE	Turkey	Shionogi Pharma, Inc.	[2006 42668] 2006 42668	09/05/06	08/07/2007	Registered	Renewal due 09/05/16
PRENATE ELITE FORTE	Turkey	Shionogi Pharma, Inc.	[2006 42669] 2006 42669	09/05/06	08/07/2007	Registered	Renewal due 09/05/16
PRENATE ELITE	Australia	Shionogi Pharma, Inc.	1135490	09/13/06	04/30/07	Registered	Renewal due 09/13/16
PRENATE ELITE FORTE	Australia	Shionogi Pharma, Inc.	1135493	09/13/06	4/30/07	Registered	Renewal due 09/13/16
PRENATE ELITE FORTE	China	Sciele Pharma Cayman, Ltd.	5700206	11/03/06	11/21/09	Registered	Renewal due 11/20/19
PRENATE ELITE	China	Sciele Pharma Cayman, Ltd.	5700207	11/03/06	11/21/09	Registered	Renewal due

MARK	COUNTRY	CURRENT OWNER	[SER. NO.] /REG. NO.	FILING DATE	REG. DATE	STATUS	NEXT ACTION
							11/20/19
PRENATE ELITE	Canada	Acella Pharmaceuticals, LLC	1640793	8/23/13		Pending	

Common law trademarks claimed by Acella Pharmaceuticals, LLC:

0. Prenaissance™;
1. Prenaissance Plus™;
2. Neurpath™;
3. Neurpath-B™
4. Xolafin™;
5. Xolafin-B™;
6. Infanate™;
7. Aurax™;
8. Entre-B™;
9. Entre-S™; and
10. NP Thyroid™.

Common law trademarks claimed by Avion Pharmaceuticals, LLC:

- FeRiva™.

Intellectual Property Licenses:

- QUATREFOLIC®

Domain Names:

- prentate.com
- nicomide.com
- necomide.com
- nicomid.com
- nicomide-T.com
- acellapharma.com
- avionrx.com