

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		01/31/2014	Bank: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Aptalis Pharma US, Inc.
Street Address:	100 Somerset Corporate Boulevard
City:	Bridgewater
State/Country:	NEW JERSEY
Postal Code:	08807
Entity Type:	CORPORATION: DELAWARE

Name:	Aptalis Pharma Canada Inc.
Street Address:	597 Boulevard Sir-Wilfrid-Laurier
City:	Mont-Saint-Hillaire
State/Country:	QUEBEC
Entity Type:	CORPORATION: CANADA

Name:	Aptalis Pharmatech, Inc.
Street Address:	100 Somerset Corporate Boulevard
City:	Bridgewater
State/Country:	NEW JERSEY
Postal Code:	08807
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	85325612	APTALIS
Registration Number:	2516220	AXCAN

OP \$715.00 85325612

Registration Number:	2942642	AXCAN PHARMA
Registration Number:	2942643	AXCAN PHARMA
Registration Number:	681724	BENTYL
Registration Number:	2595613	CANASA
Registration Number:	3200054	
Registration Number:	3627967	P
Registration Number:	1155249	CARAFATE
Registration Number:	1572831	CARAFATE
Registration Number:	4340353	
Registration Number:	2148843	HP
Registration Number:	3453776	PYLERA
Registration Number:	4203271	RECTIV
Registration Number:	1794089	SCANDI SHAKE
Registration Number:	2214800	SCANDICAL
Registration Number:	1765728	SCANDIPHARM
Registration Number:	1764007	SCANDIPHARM
Registration Number:	2532206	SCANDISHAKE
Registration Number:	2846834	SOURCECF
Registration Number:	1854418	ULTRASE
Registration Number:	4289339	ULTRESA
Registration Number:	4292653	ULTRESA
Registration Number:	1976987	URSO
Registration Number:	2735321	URSO 250
Registration Number:	3110312	URSO FORTE
Serial Number:	77896647	VIOKACE
Registration Number:	545868	VIOKASE

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2023704761  
Email: ipteam@nationalcorp.com  
Correspondent Name: Thomas Fahey  
Address Line 1: 1025 Vermont Avenue NW, Suite 1130  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

F148289

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

**NAME OF SUBMITTER:**

Sonya Jackman

**Signature:**

/Sonya Jackman/

**Date:**

01/31/2014

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of January 31, 2014, from BANK OF AMERICA, N.A., as administrative agent (the "Agent") for itself and the several banks and other financial institutions that are parties to the Credit Agreement (as hereinafter defined), to Aptalis Pharma US, Inc., Aptalis Pharma Canada Inc. and Aptalis Pharmatech, Inc. (each a "Grantor" and collectively, the "Grantors"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of October 4, 2013, among Aptalis Pharma Inc. as Parent Borrower, Aptalis Pharma Canada Inc. as Co-Borrower, Aptalis MidHoldings Inc. as Holdings, the Agent, as Administrative Agent, Swing Line Lender and L/C Issuer and the lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

**WITNESSETH:**

WHEREAS, pursuant to (i) that certain U.S. Pledge and Security Agreement, dated as of October 4, 2013 (as amended, supplemented or otherwise modified from time to time (the "Pledge and Security Agreement") among Holdings, Parent Borrower, certain other Subsidiaries of the Parent Borrower from time to time party thereto and the Agent and (ii) that certain Trademark Security Agreement (Short-Form), dated as of October 4, 2013, among the Grantors and the Agent (the "Trademark Security Agreement" and, together with the Pledge and Security Agreement, the "Security Agreement"), made by the Grantors in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademark Collateral (as hereinafter defined); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("USPTO") on October 31, 2013, at Reel 5143, Frame 0376; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademark Collateral: The term “Trademark Collateral,” as used herein, shall mean all of each Grantor’s right, title and interest in or to any and all of such Grantor’s (a) trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, or other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I hereto and (b) goodwill connected with the use thereof and symbolized thereby.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.


3. Further Assurances: The Agent shall execute and deliver to each Grantor as such Grantor may reasonably request, but at such Grantor’s expense, an instrument in writing effecting or evidencing such termination or release with respect to the Trademark Collateral. Additionally, the Agent shall, at the applicable Grantor’s expense, reasonably cooperate with any efforts made by any Grantor to make of record or otherwise confirm the release and/or termination of the Security Agreement and any Security Interest in, to or under the Trademark Collateral.

\* \* \*

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,  
as Agent

By: 

Name: \_\_\_\_\_

Title:

**Justin Smiley**  
**Vice President**

[Signature Page to Termination and Release - Trademarks]

Schedule I  
Short Particulars of U.S. Trademark Collateral

UNITED STATES Trademarks, Service Marks and Trademark Applications

Grantor	Mark	Application No.	Filing Date	Reg. No.	Reg. Date
Aptalis Pharma Canada Inc.	APTALIS	85325612	20-May- 11		
Aptalis Pharma Canada Inc.	AXCAN	75719930	3-Jun-99	2516220	11-Dec-01
Aptalis Pharma Canada Inc.	AXCAN PHARMA	76493593	27-Feb-03	2942642	19-Apr-05
Aptalis Pharma Canada Inc.	AXCAN PHARMA (and design)	76493594	27-Feb-03	2942643	19-Apr-05
Aptalis Pharma Canada Inc.	BENTYL	72059832	30-Sep-58	0681724	14-Jul-59
Aptalis Pharma Canada Inc.	CANASA	76124724	8-Sep-00	2595613	16-Jul-02
Aptalis Pharma Canada Inc.	CANASA (INTESTINE) DESIGN	76604619	29-Jul-04	3200054	23-Jan-07
Aptalis Pharma Canada Inc.	P (CAPTAIN PYLERA DESIGN)	77338871	28-Nov-07	3627967	26-May-09
Aptalis Pharma Canada Inc.	CARAFATE	73222042	2-Jul-79	1155249	26-May-81
Aptalis Pharma Canada Inc.	CARAFATE (TABLET LOGO DESIGN)	73787584	20-Mar-89	1572831	26-Dec-89
Aptalis Pharma US, Inc.	DESIGN MARK (Encapsulated dot for ULTRESA)	77910147	12-Jan-10	4340353	28-May-13
Aptalis Pharma Canada Inc.	HP & DESIGN	75183338	18-Oct-96	2148843	7-Apr-98
Aptalis Pharma Canada Inc.	PYLERA	78846616	24-Mar-06	3453776	24-Jun-08
Aptalis Pharma US, Inc.	RECTIV	85330038	25-May-11	4203271	4-Sep-12
Aptalis Pharma US, Inc.	SCANDI SHAKE	74247195	19-Feb-92	1794089	21 -Sep-93
Aptalis Pharma US, Inc.	SCANDICAL	75456504	25-Mar-98	2214800	29-Dec-98
Aptalis Pharma US, Inc.	SCANDIPHARM	74275598	15-May-92	1765728	20-Apr-93
Aptalis Pharma US, Inc.	SCANDIPHARM	74275599	15-May-92	1764007	13-Apr-93
Aptalis Pharma US, Inc.	SCANDI SHAKE	76292132	30-Jul-01	2532206	22-Jan-02
Aptalis Pharma US, Inc.	SOURCECF	78213801	12-Feb-03	2846834	25-May-04
Aptalis Pharma US, Inc.	ULTRASE	74167373	3-May-91	1854418	20-Sep-94
Aptalis Pharma US, Inc.	ULTRESA	77898302	21 -Dec-09	4289339	12-Feb-13
Aptalis Pharma US, Inc.	ULTRESA	77914922	19-Jan-10	4292653	19-Feb-13

Grantor	Mark	Application No.	Filing Date	Reg. No.	Reg. Date
	DESIGN				
Aptalis Pharma US, Inc.	URSO	74264521	10-Apr-92	1976987	28-May-96
Aptalis Pharma US, Inc.	URSO 250	76242737	18-Apr-01	2735321	8-Jul-03
Aptalis Pharma US, Inc.	URSO FORTE	78461748	4-Aug-04	3110312	27-Jun-06
Aptalis Pharma US, Inc.	VIKACE	77896647	18-Dec-09		
Aptalis Pharma US, Inc.	VIKASE	71574797	2-Mar-49	545868	31-Jul-51