

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM299708

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                         |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                      |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                        | <b>Execution Date</b> | <b>Entity Type</b>    |
| Delcor Asset Corporation  |  | 03/28/2014            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | General Electric Capital Corporation   |                       |                       |
| <b>Street Address:</b>  | 500 West Monroe Street                 |                       |                       |
| <b>City:</b>  | Chicago                                |                       |                       |
| <b>State/Country:</b>   | ILLINOIS                               |                       |                       |
| <b>Postal Code:</b>   | 60661                                  |                       |                       |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                  |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                          | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3818335                                | PHENERGAN             |                       |
| <b>Registration Number:</b>   | 0507057                                | PHENERGAN             |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 4044435697                             |                       |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                       |
| <b>Phone:</b>   | 704-343-2335                           |                       |                       |
| <b>Email:</b>   | lallen@mcguirewoods.com                |                       |                       |
| <b>Correspondent Name:</b>  | My Ngo, Esq.                           |                       |                       |
| <b>Address Line 1:</b>  | McGuireWoods LLP                       |                       |                       |
| <b>Address Line 2:</b>  | 1230 Peachtree Street, N.E., Ste. 2100 |                       |                       |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30309                 |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 2060236-0076 PROJECT SPU               |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Latosha E. Allen                       |                       |                       |
| <b>SIGNATURE:</b>   | /Latosha E. Allen/                     |                       |                       |
| <b>DATE SIGNED:</b>   | 03/31/2014                             |                       |                       |
| <b>Total Attachments: 5</b>   |  |                       |                       |
| source=Renaissance- Trademark Security Agreement (Shionogi) 2014) (1)#page1.tif                                       |  |                       |                       |
| source=Renaissance- Trademark Security Agreement (Shionogi) 2014) (1)#page2.tif                                       |  |                       |                       |
| source=Renaissance- Trademark Security Agreement (Shionogi) 2014) (1)#page3.tif                                       |  |                       |                       |
| source=Renaissance- Trademark Security Agreement (Shionogi) 2014) (1)#page4.tif                                       |  |                       |                       |

TRADEMARK



## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2014, is made by the entity listed on the signature page hereof (the "Grantor") in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of May 31, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among CONFAB LABORATORIES INC., a corporation incorporated under the *Canada Business Corporations Act*, RENAISSANCE PHARMA INC., a corporation incorporated under the *Canada Business Corporations Act* (each of the foregoing, a "Canadian Borrower" and collectively, the "Canadian Borrowers"), PRESTIUM PHARMA, INC., a Delaware corporation, RENAISSANCE SSA, LLC, a Delaware limited liability company, DELCOR ASSET CORPORATION, a Delaware corporation, RENAISSANCE SSP HOLDINGS, INC., a Delaware corporation, and RENAISSANCE PHARMA (U.S.) HOLDINGS, INC., a Delaware corporation (each of the foregoing a "U.S. Borrower", and collectively, the "U.S. Borrowers" and, together with the Canadian Borrowers, the "Borrowers"), the other Credit Parties signatory thereto, the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guaranty and Security Agreement dated as of June 29, 2012 in favor of the Administrative Agent (as 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 Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make and maintain their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the Grantor (the "Trademark Collateral"):
  - a. all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

- b. all renewals 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.

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 the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

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

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.


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.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

**DELCOR ASSET CORPORATION,**  
as Grantor

By:   
Name: PIERRE FRÉCHETTE  
Title: PRESIDENT

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

Delcor Asset Corporation  
Trademark Security Agreement  
Signature Page

**TRADEMARK**  
**REEL: 005247 FRAME: 0464**

IN WITNESS WHEREOF, the 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.

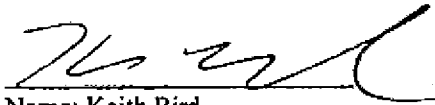
Very truly yours,

**DELCOR ASSET CORPORATION,**  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Administrative Agent

By:   
Name: Keith Bird  
Title: Duly Authorized Signatory

Delcor Asset Corporation  
Trademark Security Agreement  
Signature Page

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

1. REGISTERED TRADEMARKS

| Mark      | Country       | Registration No. | Registration Date | Status     | Owner                    |
|-----------|---------------|------------------|-------------------|------------|--------------------------|
| PHENERGAN | United States | 0507057          | February 22, 1949 | Registered | Delcor Asset Corporation |
| PHENERGAN | United States | 3818335          | July 13, 2010     | Registered | Delcor Asset Corporation |

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.