

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM315940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WellSpring Pharmaceutical Corporation		09/03/2014	CORPORATION: DELAWARE
WSP Intermediate Corp.		09/03/2014	CORPORATION: DELAWARE
WSP Parent Corp.		09/03/2014	CORPORATION: DELAWARE
WellSpring Holding Corporation		09/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ZIONS FIRST NATIONAL BANK		
Street Address:	One South Main Street		
Internal Address:	Suite 200, Attn: Corporate Finance		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84133		
Entity Type:	a National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0697007	BONINE	
Registration Number:	4199375	KEEP STOMACHS CALM AND CARRY ON	
CORRESPONDENCE DATA			
Fax Number:	8017995700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8017995875		
Email:	DYCHAZOTSANG@HOLLANDHART.COM		
Correspondent Name:	Ken Logsdon		
Address Line 1:	Holland & Hart, 222 South Main Street		
Address Line 2:	Suite 2200		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	17173.0110		
NAME OF SUBMITTER:	Ken Logsdon		
SIGNATURE:	/s/ Ken Logsdon		

TRADEMARK

DATE SIGNED:	09/03/2014
--------------	------------

Total Attachments: 7

source=WellSpring - Trademark Security Agreement (Executed)#page1.tif
source=WellSpring - Trademark Security Agreement (Executed)#page2.tif
source=WellSpring - Trademark Security Agreement (Executed)#page3.tif
source=WellSpring - Trademark Security Agreement (Executed)#page4.tif
source=WellSpring - Trademark Security Agreement (Executed)#page5.tif
source=WellSpring - Trademark Security Agreement (Executed)#page6.tif
source=WellSpring - Trademark Security Agreement (Executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “Agreement”) is made and entered into as of September 3, 2014 (the “Effective Date”) by and among WellSpring Pharmaceutical Corporation, a Delaware corporation, WSP Intermediate Corp., a Delaware corporation, WSP Parent Corp., a Delaware corporation, and WellSpring Holding Corporation, a Delaware corporation (individually and collectively, as the context requires, the “Debtor”), and Zions First National Bank, a national banking association, in its capacity as administrative agent (the “Secured Party”) for the lenders party from time to time (the “Lenders”) to that certain Amended and Restated Credit Agreement dated as of the Effective Date, by and among the Debtor, the Lenders, and Secured Party pursuant to a Security Agreement dated as of October 19, 2011 among Debtor and Secured Party (as amended or modified from time to time, the “Security Agreement”).

For good and valuable consideration, receipt of which is hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Security Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code which are used herein shall have the meanings set forth in the Uniform Commercial Code, except as expressly defined otherwise. As used herein, the term:

“Collateral” has the meaning set forth in Section 2.

“Uniform Commercial Code” means the Uniform Commercial Code as adopted now or in the future in the State of New York.

“USPTO” means the United States Patent and Trademark Office.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in and to all of Debtor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service

marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use or amendment to allege use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) to extent that any trademark applications are excluded from this granting of a security interest under Section 2(a)(i), Debtor hereby agrees that the assignment of a security interest of the trademark rights and the goodwill embodied within those applications shall vest to Secured Party upon Debtor's filing, and the acceptance of, a verified statement of use or amendment to allege use with the USPTO;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the USPTO, at the expense of Debtor. In addition,

Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Debtor shall promptly notify Secured Party in a writing signed by Debtor of the brief details thereof and grant to Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Secured Party.

5. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. In accordance with the provisions of the Security Agreement, Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section, Debtor authorize Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new United States trademark applications and registrations identified by Debtor as described above. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

8. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a

counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents, releases and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the USPTO.

11. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

12. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

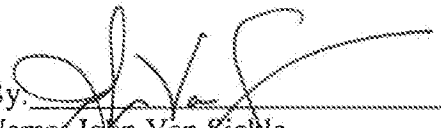
13. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Signature Page(s) Follow]

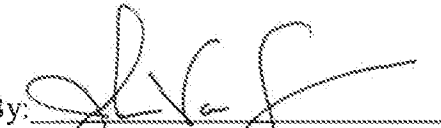
IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Debtor

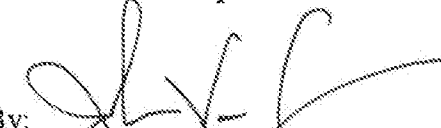
WellSpring Pharmaceutical Corporation

By: 
Name: John Van Sickle
Title: Vice President, Secretary and
Treasurer


WSP Intermediate Corp.

By: 
Name: John Van Sickle
Title: Vice President, Secretary and
Treasurer

WSP Parent Corp.

By: 
Name: John Van Sickle
Title: Vice President, Secretary and
Treasurer

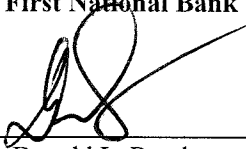
WellSpring Holding Corporation

By: 
Name: John Van Sickle
Title: Vice President, Secretary and
Treasurer

[Signature Page to Trademark Security Agreement]

Secured Party

Zions First National Bank

By: 
Name: Donald L. Rands
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005356 FRAME: 0063

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

Debtor: WellSpring Pharmaceutical Corporation
WellSpring Intermediate Corp.
WSP Parent Corp.
WellSpring Holding Corporation

Secured Party: Zions First National Bank, a national banking association, in its capacity as administrative agent for the lenders party from time to time to that certain Credit Agreement dated as of the Effective Date

Trademarks:

<u>Trademark</u>	<u>App. No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
<u>BONINE</u>	<u>72/081,199</u>	<u>11-Sep-1959</u>	<u>0,697,007</u>	<u>03-May-1960</u>	<u>WellSpring Pharmaceutical Corporation</u>
<u>KEEP STOMACH S CALM AND CARRY ON</u>	<u>85250507</u>	<u>24-Feb-2011</u>	<u>4199375</u>	<u>28-Aug-2012</u>	<u>Wellspring Pharmaceutical Corporation</u>