

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321265

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Law Debenture Trust Company of New York		10/17/2014	CORPORATION: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	K-V Pharmaceutical Company
<b>Also Known As:</b>	Lumara Health Inc.
<b>Street Address:</b>	16640 Chesterfield Grove
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Chesterfield
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63006
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1293848	METER RELEASE
Registration Number:	1365182	PRECARE
Registration Number:	1997221	FLAVORTECH
Registration Number:	1912198	GUAIFENEX
Registration Number:	1932221	HISTINEX
Registration Number:	1939204	MICRO RELEASE
Registration Number:	2031080	HISTA-VENT
Registration Number:	2031082	NATALCARE
Registration Number:	2457708	GYNAZOLE 1
Registration Number:	2441392	NUTRINATE
Registration Number:	2582817	PRIMACARE
Registration Number:	2719613	PRE CARE CONCEIVE

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: trademarks@dechert.com, erin.reimer@dechert.com

TRADEMARK

**Correspondent Name:** Glenn A. Gundersen  
**Address Line 1:** 2929 Arch Street  
**Address Line 2:** Cira Centre  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19104-2808

**ATTORNEY DOCKET NUMBER:** 133532

**NAME OF SUBMITTER:** Erin Reimer

**SIGNATURE:** /Erin Reimer/

**DATE SIGNED:** 10/27/2014

**Total Attachments: 23**

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## RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Release"), dated as of October 17, 2014, is executed by LAW DEBENTURE TRUST COMPANY OF NEW YORK, in its capacity as agent (the "Existing Agent") under that certain Credit and Guaranty Agreement, dated as of September 16, 2013 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Existing Credit Agreement"), among K-V PHARMACEUTICAL COMPANY (now known as Lumara Health Inc.), a Delaware corporation (collectively with its subsidiaries, the "Grantor"), the guarantors party thereto, the lenders from time to time party thereto (the "Existing Lenders"), and the Existing Agent.

### RECITALS

A. WHEREAS, in connection with the Existing Credit Agreement, the Grantor and the Existing Agent entered into (i) that certain Security Agreement, dated as of September 16, 2013, (ii) that certain Patent Security Agreement, dated as of September 16, 2013, (iii) that certain Trademark Security Agreement, dated as of September 16, 2013, and (iv) that certain Copyright Security Agreement, dated as of September 16, 2013 (collectively, the "Security Agreements");

B. WHEREAS, pursuant to the Security Agreements, Grantor granted to the Existing Agent (for the benefit of the Existing Lenders) continuing security interests (the "Security Interests") in and to all of Grantor's right, title and interest in and to the Patent Collateral, the Trademark Collateral and the Copyright Collateral (in each case, as defined in the Security Agreements), including without limitation those trademarks, patents and copyrights listed on Exhibit A attached hereto (collectively, the "Released Collateral");

C. WHEREAS, pursuant to the Security Agreements, the Security Interests were recorded in the United States Patent and Trademark Office and United States Library of Congress Copyright Office, as applicable, on September 17, 2013 and September 19, 2013, respectively; and

D. WHEREAS, the Existing Agent, on behalf of the Existing Lenders, wishes to release, without representation or warranty, the Security Interests in and to the Released Collateral as provided in this release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing Agent, on behalf of the Existing Lenders, hereby releases, without representation or warranty, the Security Interests in and to the Released Collateral and terminates the Security Agreements. The Existing Agent acknowledges that this Release may be filed along with any other necessary documentation with the United States Patent and Trademark Office, the United States Library of Congress Copyright Office or any other governmental office to evidence the release granted herein.

[Signature page follows]

IN WITNESS WHEREOF, the Existing Agent has executed this Release of Security Interests in Trademarks as of the date first set forth above.

**LAW DEBENTURE TRUST COMPANY  
OF NEW YORK**  
as Agent

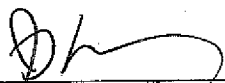
By:   
Name: James D. Heaney  
Title: Managing Director

Exhibit A

20099887.3.BUSINESS

**TRADEMARK**  
**REEL: 005388 FRAME: 0322**

## **COPYRIGHT SECURITY AGREEMENT**

**(Copyrights, Copyright Registrations and Copyright Applications)**

**September 16, 2013**

**WHEREAS**, K-V Pharmaceutical Company, a Delaware corporation ("**Borrower**") and Ther-Rx Corporation, a Delaware corporation ("**Ther-Rx**" and together with Borrower, each herein referred to as a "**Grantor**" and collectively, the "**Grantors**") own the Copyright Collateral (as defined below);

**WHEREAS**, Borrower, the guarantors and lenders party thereto, and Law Debenture Trust Company of New York, as agent, are parties to a Credit and Guaranty Agreement dated as of September 16, 2013 (as amended and/or supplemented from time to time, the "**Credit Agreement**"); and

**WHEREAS**, pursuant to (i) a Security Agreement dated as of September 16, 2013 (as amended and/or supplemented from time to time, the "**Security Agreement**") among Borrower, the guarantors party thereto and Law Debenture Trust Company of New York, as agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other loan documents (including this Copyright Security Agreement), Borrower has secured the Obligations and Ther-Rx has guaranteed the Obligations and secured such guarantee (the "**Grantor's Transaction Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Copyright Collateral (as defined below);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower grants to the Grantee, to secure the Obligations, and Ther-Rx grants to the Grantee, to secure the Grantor's Transaction Guarantee, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Copyright Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Copyright (as defined in the Security Agreement) owned by such Grantor, including, without limitation, each Copyright registration or application therefor referred to in Schedule 1 hereto; and


(ii) all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future infringement of any Copyright (including, without limitation, any Copyright owned by the Grantor and identified in Schedule 1).

The foregoing security interest is granted in conjunction with the security interests granted by such Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of such Grantee with respect to the security interest in the Copyright Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In the event of any conflict or inconsistency between the provisions of the Security Agreement and this Copyright Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Copyright Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**K-V PHARMACEUTICAL COMPANY  
THER-RX CORPORATION**

By:   
Name: Thomas S. McHugh  
Title: Chief Financial Officer + Treasurer

**Acknowledged:**

**LAW DEBENTURE TRUST COMPANY  
OF NEW YORK, as Agent**

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

Signature Page to Copyright Security Agreement

**TRADEMARK  
REEL: 005388 FRAME: 0324**


IN WITNESS WHEREOF, the parties hereto have caused this Copyright Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**K-V PHARMACEUTICAL COMPANY  
THER-RX CORPORATION**

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

**Acknowledged:**

**LAW DEBENTURE TRUST COMPANY  
OF NEW YORK, as Agent**

By:   
Name: Frank Godino  
Title: Vice President  
Law Debenture Trust Company of New York



COPYRIGHTS

U.S. Copyright Registrations

Title	Registration No.	Registration Date	Owner
Niferex – 150 Forte Capsules Product Insert.	TX6-882-802	12/5/2008	Ther-Rx Corporation
Niferex – 150 Capsules Product Insert.	TX6-882-799	12/5/2008	Ther-Rx Corporation
Chromagen Caplets, Chromagen FA Caplets and Chromagen Forte Caplets Product Insert.	TX6-882-207	12/5/2008	Ther-Rx Corporation
Guafinex-Rx DM.	TXu811-031	2/12/1997	KV Pharmaceutical Company

U.S. Copyright Applications

None.