

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumara Health IP Ltd.		11/12/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	1156939	CHROMAGEN	
Registration Number:	3395236	CHRONOMETRIC SYSTEM	
Registration Number:	2948258	CONTINUUM OF CARE	
Registration Number:	3111521	ENCORA	
Registration Number:	2031080	HISTA-VENT	
Registration Number:	2031082	NATALCARE	
Registration Number:	0804556	NIFEREX	
Registration Number:	3291637	NIFEREX GOLD	
Registration Number:	2940425	OMEGANATE	
Registration Number:	2719613	PRE CARE CONCEIVE	
Registration Number:	1365182	PRECARE	
Registration Number:	3320970	PRECARE PREMIER	
Registration Number:	2582817	PRIMACARE	
Registration Number:	3643470	PRIMACARE ADVANTAGE	
Registration Number:	3414475	PRIMACARE ONE	
Registration Number:	3406639	REPLIVA	
Registration Number:	2742749	STRONGSTART	
Registration Number:	1932221	HISTINEX	
Registration Number:	4422135	KV	
Registration Number:	4425783	KV PHARMACEUTICAL	
TRADEMARK			

CH \$1065.00 1156939

Property Type	Number	Word Mark
Registration Number:	4317346	KV PHARMACEUTICAL
Registration Number:	4046878	MAKENA
Registration Number:	4151045	MAKENA CARE CONNECTION
Registration Number:	4191401	MAKENA CARES FOUNDATION
Registration Number:	1293848	METER RELEASE
Registration Number:	1939204	MICRO RELEASE
Registration Number:	4042500	
Registration Number:	4254188	THER-RX
Registration Number:	3184560	CLINDESSE
Registration Number:	4035424	EVERY WEEK COUNTS
Registration Number:	3688522	EVAMIST
Registration Number:	3550530	EVAMIST
Registration Number:	2457708	GYNAZOLE 1
Registration Number:	1912198	GUAIFENEX
Registration Number:	1997221	FLAVORTECH
Registration Number:	3389789	REPLIVA 21/7
Serial Number:	86210647	LUMARA
Serial Number:	86109620	LUMARA
Serial Number:	86210681	
Serial Number:	85972547	PREMESISRX
Serial Number:	86109635	ZINNIA
Serial Number:	86210693	ZINNIA

CORRESPONDENCE DATA

Fax Number: 2149695100

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.

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ATTORNEY DOCKET NUMBER:	175274-635093
NAME OF SUBMITTER:	David L. Odom
SIGNATURE:	/David L. Odom/
DATE SIGNED:	11/12/2014

Total Attachments: 9

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Grant of Security Interest
in United States Patents and Trademarks

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Lumara Health IP Ltd., a Delaware corporation (the “Grantor”), having its chief executive office at 16640 Chesterfield Grove Rd., Suite 200, Chesterfield, MO 63005, hereby grants to JEFFERIES FINANCE LLC, as Collateral Agent (the “Grantee”), with offices at 520 Madison Avenue, New York, New York 10022, a security interest in all of the 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 “Patent and Trademark Collateral”), whether presently existing or hereafter arising or acquired which, includes the Grantor’s rights to:

(i) all United States patents and patent applications, including, without limitation the patents and patent applications referred to in Schedule A hereto, and, with respect to any and all of the foregoing: (i) all reissues, reexaminations, divisions, continuations, continuations-in-part, revisions, renewals or extensions thereof; (ii) all claims for, and rights to sue for, past, present or future infringements and other violations thereof; (iii) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements or other violations thereof; and (iv) all other rights corresponding thereto throughout the world; and

(ii) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names, trademark rights arising out of domain names and trade dress which are or have been used in the United States, in any state, province or territory or possession thereof, or in any other place, nation or jurisdiction, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable Law, in each case whether registered or unregistered, and with respect to any and all of the foregoing: (i) the goodwill of the business symbolized thereby or associated therewith; (ii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and including, without limitation, the registrations and applications referred to in Section (B) hereto; (iii) all extensions and renewals thereof; (iv) all claims for, and rights to sue for, past, present or future infringements, dilutions, and other violations thereof; (v) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements, dilutions, or other violations thereof; and (vi) all other rights corresponding thereto throughout the world;

provided, however, that the Patent and Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States application for a Trademark registration, for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed with the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of November 12, 2014, as amended, restated, supplemented or otherwise modified from time to time (the “Security”

Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Patent and Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Grant of Security Interest in United States Patents and Trademarks.

This Grant of Security Interest in United States Patents and Trademarks shall be governed by, and construed in accordance with the laws of the State of New York.

This Grant of Security Interest in United States Patents and Trademarks may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in United States Patents and Trademarks as of the day and year first above written.

LUMARA HEALTH IP LTD.,
as Grantor


By: William K. Heiden

Name: William K. Heiden

Title: President and Chief Executive Officer

Agreed and Accepted:

JEFFERIES FINANCE LLC,
as Collateral Agent and Grantee

By: 
Name: Paul McDonnell
Title: Managing Director

SCHEDULE A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Date</u>	<u>Issue Title</u>	<u>Status</u>	<u>Country</u>	<u>Patent Holder</u>
6793935	9/21/2004	MINERAL SUPPLEMENT	Issued	United States of America	Lumara Health IP Ltd.
6258846	7/10/2001	NUTRITIONAL SUPPLEMENTS	Issued	United States of America	Lumara Health IP Ltd.
6576666	6/10/2003	NUTRITIONAL SUPPLEMENTS	Issued	United States of America	Lumara Health IP Ltd.
7112609	9/26/2006	NUTRITIONAL SUPPLEMENTS	Issued	United States of America	Lumara Health IP Ltd.
6375956	4/23/2002	STRIP PACK	Issued	United States of America	Lumara Health IP Ltd.
6197329	3/6/2001	ANTI-NAUSEA COMPOSITIONS AND METHODS	Issued	United States of America	Lumara Health IP Ltd.
5945123	8/31/1999	MAXIMIZING EFFECTIVENESS OF SUBSTANCES USED TO IMPROVE HEALTH AND WELL BEING	Issued	United States of America	Lumara Health IP Ltd.
6214379	4/10/2001	MAXIMIZING EFFECTIVENESS OF SUBSTANCES USED TO IMPROVE HEALTH AND WELL BEING	Issued	United States of America	Lumara Health IP Ltd.
7282217	10/16/2007	RAPIDLY DISINTEGRABLE TABLETS	Issued	United States of America	Lumara Health IP Ltd.
6569857	5/27/2003	DIETARY SUPPLEMENT	Issued	United States of America	Lumara Health IP Ltd.
7425341	9/16/2008	RAPIDLY DISINTEGRABLE TABLETS	Issued	United States of America	Lumara Health IP Ltd.
6531153	3/11/2003	COMPOSITION WITH SUSTAINED RELEASE OF LEVODOPA AND CARBIDOPA	Issued	United States of America	Lumara Health IP Ltd.
6261600	7/17/2001	FOLIC ACID SUPPLEMENT	Issued	United States of America	Lumara Health IP Ltd.
6479545	11/12/2002	FORMULATION FOR MENOPAUSAL WOMEN	Issued	United States of America	Lumara Health IP Ltd.
7687485	3/30/2010	FORMULATION FOR MENOPAUSAL WOMEN	Issued	United States of America	Lumara Health IP Ltd.
5869084	2/9/1999	MULTI-VITAMIN AND MINERAL SUPPLEMENTS FOR	Issued	United States of America	Lumara Health IP Ltd.

6352713	3/5/2002	WOMEN NUTRITIONAL COMPOSITION	Issued	United States of America	Lumara Health IP Ltd.
6696083	2/24/2004	VITAMIN/NUTRIENT DOSAGE	Issued	United States of America	Lumara Health IP Ltd.
5554379	09/10/1996	REGIMENTATION LONG ACTING GI AND ESOPHAGEAL PROTECTANT	Issued	United States of America	Lumara Health IP Ltd.
5494678	02/27/1996	MULTI-VITAMIN AND MINERAL SUPPLEMENT FOR PREGNANT WOMEN	Issued	United States of America	Lumara Health IP Ltd.
5670163	09/23/1997	LONG ACTING GI AND ESOPHAGEAL PROTECTANT	Issued	United States of America	Lumara Health IP Ltd.
5554380	09/10/1996	BIOADHESIVE PHARMACEUTICAL DELIVERY SYSTEM	Issued	United States of America	Lumara Health IP Ltd.
5858391	01/12/1999	LONG ACTING GI AND ESOPHAGEAL PROTECTANT	Issued	United States of America	Lumara Health IP Ltd.
6488956	12/03/2002	MULTI-VITAMIN AND MINERAL SUPPLEMENTS FOR WOMEN	Issued	United States of America	Lumara Health IP Ltd.
6899890	05/31/2005	BIOADHESIVE DRUG DELIVERY SYSTEM	Issued	United States of America	Lumara Health IP Ltd.
8057433	11/15/2011	DELIVERY SYSTEM	Issued	United States of America	Lumara Health IP Ltd.
7727972	06/01/2010	METHODS FOR DETERMINING ABSORPTION OF COBALAMIN OR ANALOGUES THEREOF	Issued	United States of America	Lumara Health IP Ltd.
12/971,900	12/17/2010	METHODS FOR REDUCING THE OCCURRENCE OF PRETERM DELIVERY AND OTHER PREGNANCY- RELATED CONDITIONS	Published	United States of America	Lumara Health IP Ltd.
13/554,243	7/20/2012	METHODS AND COMPOSITIONS FOR ENHANCING IRON ABSORPTION	Published	United States of America	Lumara Health IP Ltd.
12/891,376	9/27/2010	METHODS OF ADMINISTERING COMPOSITIONS INCLUDING IRON	Published	United States of America	Lumara Health IP Ltd.
12/209864	09/12/2008	TRANSDERMAL, ALCOHOL-FREE,	Published	United States of America	Lumara Health IP Ltd.

13/555472	07/23/2012	PHARMACEUTICAL COMPOSITIONS	Published	United States of America	Lumara Health IP Ltd.
13/557527	07/25/2012	PHARMACEUTICAL DELIVERY SYSTEM COMPOSITION FOR TOPICAL TREATMENT OF MIXED	Published	United States of America	Lumara Health IP Ltd.
13/733213	01/03/2013	ENDOMETRIOSIS TREATMENT	Published	United States of America	Lumara Health IP Ltd.

SCHEDULE B to Patent and Trademark Security Agreement

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
1,156,939	United States of America	6/9/1981	CHROMAGEN
3,395,236	United States of America	3/11/2008	CHRONOMETRIC SYSTEM
2,948,258	United States of America	5/10/2005	CONTINUUM OF CARE
3,111,521	United States of America	7/4/2006	ENCORA
2,031,080	United States of America	1/14/1997	HISTA-VENT
2,031,082	United States of America	1/14/1997	NATALCARE
0,804,556	United States of America	3/1/1966	NIFEREX
3,291,637	United States of America	9/11/2007	NIFEREX GOLD
2,940,425	United States of America	4/12/2005	OMEGANATE
2,719,613	United States of America	5/27/2003	PRE CARE CONCEIVE
1,365,182	United States of America	10/15/1985	PRECARE
3,320,970	United States of America	10/23/2007	PRECARE PREMIER
2,582,817	United States of America	6/18/2002	PRIMACARE
3,643,470	United States of America	6/23/2009	PRIMACARE ADVANTAGE
3,414,475	United States of America	4/22/2008	PRIMACARE ONE
3,406,639	United States of America	4/1/2008	REPLIVA
2,742,749	United States of America	7/29/2003	STRONGSTART
1,932,221	United States of America	10/31/1995	HISTINEX
4,422,135	United States of America	10/22/2013	KV
4,425,783	United States of America	10/29/2013	KV PHARMACEUTICALS
4,317,346	United States of America	4/9/2013	KV PHARMACEUTICAL & design
4,046,878	United States of America	10/25/2011	MAKENA
4,151,045	United States of America	5/29/2012	MAKENA CARE
			CONNECTION
4,191,401	United States of America	8/14/2012	MAKENA CARES
			FOUNDATION
1,293,848	United States of America	9/11/1984	METER RELEASE
1,939,204	United States of America	12/5/1995	MICRO RELEASE
4,042,500	United States of America	10/18/2011	Mom + Baby (Makena) Logo
4,254,188	United States of America	12/4/2012	THER-RX
3,184,560	United States of America	12/12/2006	CLINDESSE
4,035,424	United States of America	10/04/2011	EVERY WEEK COUNTS
3,688,522	United States of America	09/29/2009	EVAMIST
3,550,530	United States of America	12/23/2008	EVAMIST
2,457,708	United States of America	06/05/2001	GYNAZOLE 1
1,912,198	United States of America	08/15/1995	GUAIFENEX
1,997,221	United States of America	08/27/1996	FLAVORTECH
3,389,789	United States of America	02/26/2008	REPLIVA 21/7

TRADEMARK APPLICATIONS

<u>Application No.</u>	<u>Country</u>	<u>Application Date</u>	<u>Mark</u>
86/210,647	United States of America	3/4/2014	LUMARA
86/109,620	United States of America	11/4/2013	LUMARA
86/210,681	United States of America	3/4/2014	Lumara Flower Petals Logo
85/972,547	United States of America	6/28/2013	PREMESISRX
86/109,635	United States of America	11/4/2013	ZINNIA
86/210,693	United States of America	3/4/2014	ZINNIA