

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM325062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynakor Pharmacal IP Holdings, LLC		11/28/2014	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3353114	AKAVAR	
Registration Number:	3437319	AKAVAR	
Registration Number:	3682224	AKAVAR 20/50	
Registration Number:	3441894	AND WE COULDN'T SAY IT IN PRINT IF IT WA	
Registration Number:	3623543	AND WE COULDN'T SAY IT ON TV IF IT WASN'	
Registration Number:	3007737	DYNAKOR PHARMACAL	
Registration Number:	3655960	THE HARDCORE DIET PILL	
Registration Number:	3441872	EAT ALL YOU WANT AND STILL LOSE WEIGHT	
Registration Number:	2752904	EPIDRIL	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd floor		
Address Line 4:	New York, NEW YORK 10022		

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ATTORNEY DOCKET NUMBER:	014951-1489
NAME OF SUBMITTER:	Scott Kareff (014951-1489)
SIGNATURE:	/kc for sk/
DATE SIGNED:	12/04/2014
Total Attachments: 3 source=Trademark Assignment for Security for Dynakor Pharmacal IP Holdings, LLC#page1.tif source=Trademark Assignment for Security for Dynakor Pharmacal IP Holdings, LLC#page2.tif source=Trademark Assignment for Security for Dynakor Pharmacal IP Holdings, LLC#page3.tif	

ASSIGNMENT FOR SECURITY - TRADEMARKS

WHEREAS, Dynakor Pharmacal IP Holdings, LLC, a Nevada limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated November 28, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 28, 2014.

DYNAKOR PHARMACAL IP HOLDINGS, LLC

By: 
Name: LeGrand Lewis
Title: Vice President, Treasurer and Secretary

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Dynakor Pharmacal IP Holdings, LLC

Mark	Country	Filing Date	Serial No.	Reg. No.	Reg. Date
Akavar	United States;US	12/12/2006	77062748	3353114	12/11/2007
Akavar	United States;US	5/3/2007	77172303	3437319	5/27/2008
Akavar 20/50	United States;US	8/15/2008	77548074	3,682,224	9/15/2009
And We Couldn't Say It In Print If It Wasn't True	United States;US	4/27/2007	77167925	3441894	6/3/2008
And We Couldn't Say It On TV If It Wasn't True	United States;US	4/27/2007	77167870	3623543	5/19/2009
Dynakor Pharmacal	United States;US	6/26/2002	78139170	3007737	10/18/2005
The Hardcore Diet Pill	United States;US	1/16/2006	78/792451	3655960	7/14/2009
Eat All You Want And Still Lose Weight	United States;US	4/18/2007	77160070	3441872	6/3/2008
Epidril	United States;US	12/18/2001	78/098895	2752904	8/19/2003

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RECORDED: 12/04/2014

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