

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM336959

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		04/01/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Santarus, Inc.
Street Address:	3611 Valley Centre Drive
Internal Address:	Suite 400
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2929881	ZEGERID
Registration Number:	2896926	SANTARUS, INC.
Registration Number:	2899097	
Registration Number:	2711984	SANTARUS
Registration Number:	3041325	ZEGERID
Registration Number:	3793654	ZEGERID OTC
Registration Number:	4346994	SANTARUS
Registration Number:	4335141	UCERIS
Registration Number:	3528941	FENOGLIDE

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

Phone: 2127353000

Email: justin.selle@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Justin Selle, Legal Assistant

CH \$240.00 2929881

Address Line 4: New York, NEW YORK 10036	
ATTORNEY DOCKET NUMBER:	053470/126
NAME OF SUBMITTER:	KRISTEN GREELEY
SIGNATURE:	/Kristen Greeley/
DATE SIGNED:	04/01/2015
Total Attachments: 4 source=Santarus Trademark Release#page1.tif source=Santarus Trademark Release#page2.tif source=Santarus Trademark Release#page3.tif source=Santarus Trademark Release#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 1, 2015 (the “Effective Date”), is made by Jefferies Finance LLC, in its capacity as Collateral Agent (the “Agent”), in favor of Santarus, Inc., a Delaware corporation, (the “Grantor”), located at 3611 Valley Centre Drive, Suite 400, San Diego, CA 92130.

WHEREAS, reference is made to (a) the Guarantee and Collateral Agreement, dated as of January 2, 2014 (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among the Borrower (as defined in the Guarantee and Collateral Agreement), the Subsidiary Guarantors (as defined in the Guarantee and Collateral Agreement) from time to time party thereto and the Agent and (b) the Credit Agreement, dated as of January 2, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders (as defined in the Credit Agreement) party thereto and the Agent, as administrative agent and collateral agent;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Credit Agreement, the Grantor and the Agent entered into that certain Trademark Security Agreement, dated as of January 2, 2014, (the “Security Agreement”), whereby the Grantor granted to the Agent, in its capacity as administrative agent and collateral agent, a security interest in and to certain Trademark Collateral (as defined in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered that certain Security Agreement for recordal with the United States Patent and Trademark Office;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on January 2, 2014 at Reel/Frame 5184/0851; and

WHEREAS, the indebtedness described in and the obligations under the Security Agreement and all security interests in the Trademark Collateral, are fully discharged and released and the Security Agreement is canceled and terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Guarantee and Collateral Agreement, the Credit Agreement or the Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in all right, title and interest in, to or under (i) the Trademark Collateral, including the trademark registrations and applications set forth on Schedule A attached hereto, (ii) all goodwill associated with or symbolized by any of the foregoing; (iii) all Proceeds and products of any and all of the foregoing; and (iv) rights to sue for past, present and future infringements of any and all of the foregoing. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark Collateral.

3. Further Assurances. The Agent hereby agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or the Grantor’s

agents or designees) reasonably requests, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in and to the Trademark Collateral.

4. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

5. This Release shall be binding upon the Agent's successors, assigns, transferees and other legal representatives, and is made in favor of and for the benefit of the Grantor and its respective successors and assigns.

[Signature page follows]


IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**Jefferies Finance LLC, acting in its capacity as
Agent**




By: _____

Name: _____

Title: _____


J. Paul McDonnell
Managing Director

**Schedule A to
Trademark Release**

Trademark	Country Name	Classes	Goods	Application #	Registration Date	Registration #
ZEGERID	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	78332533	01-Mar-2005	2929881
	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	76551382	26-Oct-2004	2896926
	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	76551381	02-Nov-2004	2899097
SANTARUS	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	76277315	29-Apr-2003	2711984
	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	78519703	10-Jan-2006	3041325
ZEGERID OTC	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	77377274	25-May-2010	3793654
SANTARUS	United States of America	5	Class 5: pharmaceutical preparations for the prevention and treatment of diseases, conditions and/or problems in the area of endocrinology	77699316	04-Jun-2013	4346994
UCERIS	United States of America	5	Class 5: pharmaceutical preparations for the treatment and prevention of gastrointestinal diseases, infections, conditions and/or problems	77873410	14-May-2013	4335141
FENOGLIDE	United States of America	5	Class 5: pharmaceutical products, namely, lipid and triglyceride reducing agents	77381746	04-Nov-2008	3528941
ZEGERID OTC	United States of America	5	Pharmaceutical preparations for the treatment of gastrointestinal problems and diseases.	77377274	25-May-2010	3793654