

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339305

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heritage Pharmaceuticals Inc.		04/17/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citicorp International Limited		
<b>Street Address:</b>	55/F, One Island East, 18 Westlands Road		
<b>City:</b>	Hong Kong		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	Limited Corporation: HONG KONG		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3529237	HERITAGE	
<b>Registration Number:</b>	3910537	HERITAGE	
<b>Registration Number:</b>	4064178	VALUE DRIVEN GENERICS	
<b>Registration Number:</b>	4215016	VALUE DRIVEN MEDICINE	
<b>Registration Number:</b>	3854103	YOUR TRADITION. YOUR SOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<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>			
<b>Phone:</b>	800-927-9801 x 62348		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	603279-5		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	04/24/2015		
<b>Total Attachments: 10</b>			
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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of April 17, 2015, between Heritage Pharmaceuticals Inc., a Delaware corporation (the "**Grantor**"), and, Citicorp International Limited as security agent for the Finance Parties (as defined in the Facility Agreement referred to below) (herein in such capacity, the "**Security Agent**").

### RECITALS

- (A) The Grantor, as a borrower, Emcure Pharmaceuticals Ltd., a company incorporated under the laws of India, as parent, and the Guarantors and other Borrowers listed therein have entered into a facility agreement, dated as of the date hereof, with, among others, Citigroup Global Markets Asia Limited, as mandated lead arranger (the "**Facility Agreement**").
- (B) The Grantor is party to a Pledge and Security Agreement, dated the date hereof, in favor of the Security Agent (the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Facility Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges, collaterally assigns, and grants to the Security Agent, for its benefit and for the benefit of the Finance Parties (as defined in the Facility Agreement), a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"**Trademark Collateral**" means the Grantor's right, title and interest in, to and under

- (a) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under

any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding anything to the contrary in this Agreement, the Trademark Collateral shall not include any Excluded Property (as such term is defined in the Facility Agreement).

**SECTION 3 Priority Interest**

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Security Agent (on behalf of the Finance Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Security Agent for the benefit of the Finance Parties and securing the Secured Obligations, shall be a "first" priority Security Interest in the Collateral, junior to no other Security Interests, subject to Permitted Liens.

**SECTION 4 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event shall the Collateral include any Excluded Property (as such term is defined in the Facility Agreement) and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Trademark if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

**SECTION 5 Pledge and Security Agreement**

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**SECTION 6 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

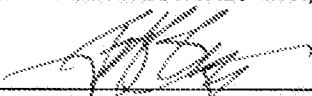
[Signature Page Follows]

**IN WITNESS WHEREOF**, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**HERITAGE PHARMACEUTICALS INC., as Grantor**

By: \_\_\_\_\_

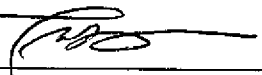
  
Name: *Jeffrey Glazer*  
Title: *Vice Chairman + CEO*

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*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005503 FRAME: 0826**

ACCEPTED AND AGREED:  
CITICORP INTERNATIONAL LIMITED, as Security Agent

By   
Name:  
Title: **Terence Young**  
**Vice President**

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*Signature Page to Trademark Security Agreement*


**TRADEMARK**  
**REEL: 005503 FRAME: 0827**

**SCHEDULE I**

**TRADEMARK REGISTRATIONS**

(A) REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Class</b>	<b>Goods</b>	<b>Status</b>	<b>FLH Ref. No.</b>
HERITAGE	78/877623 05/05/2006	3529237 11/04/2008	5	Full line of neurological, central nervous system, anti-inflammatory, cardiovascular, renal, anti-microbial, anti-neoplastic, immunomodulatory, hematopoietic, anticoagulant, thrombolytic, antiplatelet, estrogenic, progestin, androgen, thyroid, anti-thyroid, ophthalmic, histamine H2 receptor antagonist, proton pump antagonist, anti-emetic, anti-convulsant, anti-asthmatic and anti-diabetic pharmaceutical preparations	Registered on 11/04/2008;  Renewal due on 11/04/2018	660088-8002


Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date	Class	Goods	Status	FLH Ref. No.
	85/029967 05/04/2010	3910537 01/25/2011	5	Full line of neurological, central nervous system, anti-inflammatory, cardiovascular, renal, anti-microbial, anti-neoplastic, immunomodulatory, hematopoietic, anticoagulant, thrombolytic, antiplatelet, estrogenic, progestin, androgen, thyroid, anti-thyroid, ophthalmic, histamine H2 receptor antagonist, proton pump antagonist, anti-emetic, anti-convulsant, anti-asthmatic and anti-diabetic pharmaceutical preparations	Registered on 01/25/2011; Declaration of Use due on 01/25/2017	660088-8003



<p>VALUE DRIVEN GENERICS</p>	<p>85/040462 05/17/2010</p>	<p>4064178 11/29/2011</p>	<p>5</p>	<p>Full line of neurological, central nervous system, anti-inflammatory, cardiovascular, renal, anti-microbial, anti-neoplastic, immunomodulatory, hematopoietic, anticoagulant, thrombolytic, antiplatelet, estrogenic, progestin, androgen, thyroid, anti-thyroid, ophthalmic, histamine H2 receptor antagonist, proton pump antagonist, anti-emetic, anti-convulsant, anti-asthmatic and anti-diabetic pharmaceutical preparations</p>	<p>Registered on 11/29/2011; Declaration of Use due on 11/29/2017</p>	<p>660088-8004</p>
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Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date	Class	Goods	Status	FLH Ref. No.
VALUE DRIVEN MEDICINE	85/344501 06/13/2011	4215016 09/25/2012	5	Full line of neurological, central nervous system, anti-inflammatory, cardiovascular, renal, anti- microbial, anti-neoplastic, immunomodulatory, hematopoietic, anticoagulant, thrombolytic, antiplatelet, estrogenic, progestin, androgen, thyroid, anti- thyroid, ophthalmic, histamine H2 receptor antagonist, proton pump antagonist, anti-emetic, anti-convulsant, anti- asthmatic and anti- diabetic pharmaceutical preparations	Registered on 09/25/2012;  Declaration of Use due on 09/25/2018	660088-8006

Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date	Class	Goods	Status	FLH Ref. No.
YOUR TRADITION. YOUR SOURCE	77/127020 03/09/2007	3854103 09/28/2010	5	Pharmaceutical preparations for the treatment of the following medical disorders and conditions, namely, neurological, central nervous system, anti-inflammatory, cardiovascular, renal, anti-microbial, anti-neoplastic, immunomodulatory, hematopoietic, anticoagulant, thrombolytic, antiplatelet, estrogenic, progestin, androgen, thyroid, anti-thyroid, ophthalmic, histamine H2 receptor antagonist, proton pump antagonist, anti-emetic, anti-convulsant, anti-asthmatic and anti-diabetic	Registered on 09/28/2010;  Declaration of Use due on 09/28/2016	660088-8001

Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date	Class	Goods	Status	FLH Ref. No.
	009495251 11/04/2010	009495251 04/26/2011	5	Full line of neurological, central nervous system, anti-inflammatory, cardiovascular, renal, anti-microbial, anti-neoplastic, immunomodulatory, hematopoietic, anticoagulant, thrombolytic, antiplatelet, estrogenic, progestin, androgen, thyroid, anti-thyroid, ophthalmic, histamine H2 receptor antagonist, proton pump antagonist, anti-emetic, anti-convulsant, anti-asthmatic and anti-diabetic pharmaceutical preparations.	Registered on 04/26/2011; Registration Renewal due on 11/04/2020	660088-8003.EM

(B) TRADEMARK APPLICATIONS

None.

(C) TRADEMARK LICENSES

None.