

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM356270

<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>
Lumara Health IP Ltd.		08/17/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Collateral Agent: NEW YORK		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1156939	CHROMAGEN	
<b>Registration Number:</b>	3395236	CHRONOMETRIC SYSTEM	
<b>Registration Number:</b>	2948258	CONTINUUM OF CARE	
<b>Registration Number:</b>	3111521	ENCORA	
<b>Registration Number:</b>	2031080	HISTA-VENT	
<b>Registration Number:</b>	2031082	NATALCARE	
<b>Registration Number:</b>	0804556	NIFEREX	
<b>Registration Number:</b>	3291637	NIFEREX GOLD	
<b>Registration Number:</b>	2940425	OMEGANATE	
<b>Registration Number:</b>	2719613	PRE CARE CONCEIVE	
<b>Registration Number:</b>	1365182	PRECARE	
<b>Registration Number:</b>	3320970	PRECARE PREMIER	
<b>Registration Number:</b>	2582817	PRIMACARE	
<b>Registration Number:</b>	3643470	PRIMACARE ADVANTAGE	
<b>Registration Number:</b>	3414475	PRIMACARE ONE	
<b>Registration Number:</b>	3406639	REPLIVA	
<b>Registration Number:</b>	2742749	STRONGSTART	
<b>Registration Number:</b>	1932221	HISTINEX	
<b>Registration Number:</b>	4422135	KV	

CH \$915.00 1156939

Property Type	Number	Word Mark
Registration Number:	4425783	KV PHARMACEUTICAL
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:	4254188	THER-RX
Registration Number:	4035424	EVERY WEEK COUNTS
Registration Number:	1912198	GUAIFENEX
Registration Number:	1997221	FLAVORTECH
Registration Number:	4042500	
Serial Number:	86210647	LUMARA
Serial Number:	86109620	LUMARA
Serial Number:	86210681	
Serial Number:	86561682	LUMARA HEALTH
Serial Number:	85972547	PREMESISRX

#### 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.***

**Phone:** 2149694804

**Email:** aaaugustine@jonesday.com

**Correspondent Name:** Jones Day

**Address Line 1:** 2727 North Harwood Street

**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	TBA-LUMARA (AMAG)
<b>NAME OF SUBMITTER:</b>	David L. Odom
<b>SIGNATURE:</b>	/David L. Odom/
<b>DATE SIGNED:</b>	09/25/2015

#### Total Attachments: 10

source=LUMARA - Grant of Security Interest in Patents and Trademarks Lumara Health IP Ltd (Executed Version)#page1.tif

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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 Road, Suite 200, Chesterfield, Missouri 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 Schedule (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 August 17, 2015, 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:   
Name: Frank E. Thomas  
Title: President and Chief Operating Officer

[Signature Page to Grant of Security Interest in United States Patents and Trademarks]

**TRADEMARK**  
**REEL: 005630 FRAME: 0290**

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>Patent Holder<sup>1</sup></u>	<u>Issue Title</u>	<u>Date</u>	<u>Status</u>	<u>Serial No or Patent No.</u>	<u>Country</u>
Lumara Health IP Ltd.	MINERAL SUPPLEMENT	9/21/2004	Issued	6793935	United States of America
Lumara Health IP Ltd.	NUTRITIONAL SUPPLEMENTS	7/10/2001	Issued	6258846	United States of America
Lumara Health IP Ltd.	NUTRITIONAL SUPPLEMENTS	6/10/2003	Issued	6576666	United States of America
Lumara Health IP Ltd.	NUTRITIONAL SUPPLEMENTS	9/26/2006	Issued	7112609	United States of America
Lumara Health IP Ltd.	STRIP PACK	4/23/2002	Issued	6375956	United States of America
Lumara Health IP Ltd.	ANTI-NAUSEA COMPOSITIONS AND METHODS	3/6/2001	Issued	6197329	United States of America
Lumara Health IP Ltd.	MAXIMIZING EFFECTIVENESS OF SUBSTANCES USED TO IMPROVE HEALTH AND WELL BEING	8/31/1999	Issued	5945123	United States of America
Lumara Health IP Ltd.	MAXIMIZING EFFECTIVENESS OF SUBSTANCES USED TO IMPROVE HEALTH AND WELL BEING	4/10/2001	Issued	6214379	United States of America
Lumara Health IP Ltd.	RAPIDLY DISINTEGRABLE TABLETS	10/16/2007	Issued	7282217	United States of America
Lumara Health IP Ltd.	DIETARY SUPPLEMENT	5/27/2003	Issued	6569857	United States of America
Lumara Health IP Ltd.	RAPIDLY DISINTEGRABLE TABLETS	9/16/2008	Issued	7425341	United States of America
Lumara Health IP Ltd.	COMPOSITION WITH SUSTAINED RELEASE OF LEVODOPA AND CARBIDOPA	3/11/2003	Issued	6531153	United States of America
Lumara Health IP Ltd.	FOLIC ACID SUPPLEMENT	7/17/2001	Issued	6261600	United States of America
Lumara Health IP Ltd.	FORMULATION FOR MENOPAUSAL WOMEN	11/12/2002	Issued	6479545	United States of America
Lumara Health IP Ltd.	FORMULATION FOR MENOPAUSAL WOMEN	3/30/2010	Issued	7687485	United States of America
Lumara Health IP Ltd.	MULTI-VITAMIN AND MINERAL SUPPLEMENTS FOR WOMEN	2/9/1999	Issued	5869084	United States of America
Lumara Health IP Ltd.	NUTRITIONAL COMPOSITION	3/5/2002	Issued	6352713	United States of America
Lumara Health IP Ltd.	VITAMIN/NUTRIENT DOSAGE REGIMENTATION	2/24/2004	Issued	6696083	United States of America
Lumara Health IP Ltd.	LONG ACTING GI AND ESOPHAGEAL PROTECTANT	09/10/1996	Granted	5554379	United States of America
Lumara Health IP Ltd.	MULTI-VITAMIN AND MINERAL SUPPLEMENT FOR	02/27/1996	Granted	5494678	United States of America

<sup>1</sup> In accordance with Section 6.17 of the Credit Agreement, property title for all Lumara Health IP Ltd. patents and patent applications to be corrected with the US Patent and Trademark Office post closing.



Lumara Health IP Ltd.	PREGNANT WOMEN LONG ACTING GI AND ESOPHAGEAL PROTECTANT	09/23/1997	Granted	5670163	United States of America
Lumara Health IP Ltd.	BIOADHESIVE PHARMACEUTICAL DELIVERY SYSTEM	09/10/1996	Granted	5554380	United States of America
Lumara Health IP Ltd.	LONG ACTING GI AND ESOPHAGEAL PROTECTANT	01/12/1999	Granted	5858391	United States of America
Lumara Health IP Ltd.	MULTI-VITAMIN AND MINERAL SUPPLEMENTS FOR WOMEN	12/03/2002	Granted	6488956	United States of America
Lumara Health IP Ltd.	BIOADHESIVE DRUG DELIVERY SYSTEM	05/31/2005	Granted	6899890	United States of America
Lumara Health IP Ltd.	DELIVERY SYSTEM	11/15/2011	Granted	8057433	United States of America
Lumara Health IP Ltd.	METHODS FOR DETERMINING ABSORPTION OF COBALAMIN OR ANALOGUES THEREOF	06/01/2010	Granted	7727972	United States of America
Lumara Health IP Ltd.	METHODS FOR REDUCING THE OCCURRENCE OF PRETERM DELIVERY AND OTHER PREGNANCY-RELATED CONDITIONS	12/17/2010	Pending	12/971,900	United States of America
Lumara Health IP Ltd.	METHODS OF ADMINISTERING COMPOSITIONS INCLUDING IRON	9/27/2010	Published	12/891,376	United States of America
Lumara Health IP Ltd.	TRANSDERMAL, ALCOHOL-FREE, PHARMACEUTICAL COMPOSITIONS	09/12/2008	Published	12/209864	United States of America
Lumara Health IP Ltd.	PHARMACEUTICAL DELIVERY SYSTEM	07/23/2012	On Appeal	13/555472	United States of America
Lumara Health IP Ltd.	COMPOSITION FOR TOPICAL TREATMENT OF MIXED VAGINAL INFECTIONS	07/25/2012	Published	13/557527	United States of America
Lumara Health IP Ltd.	ENDOMETRIOSIS TREATMENT	01/03/2013	Published	13/733213	United States of America

## SCHEDULE B to Patent and Trademark Security Agreement

### TRADEMARKS

<u>Mark<sup>2</sup></u>	<u>Issued Date</u>	<u>Registration No.</u>	<u>Country</u>
CHROMAGEN	2/17/2006	651775	Korea, Republic of
CHROMAGEN	6/9/1981	1,156,939	United States of America
CHRONOMETRIC SYSTEM	3/11/2008	3,395,236	United States of America
CONTINUUM OF CARE	5/10/2005	2,948,258	United States of America
ENCORA	7/4/2006	3,111,521	United States of America
ENCORA	6/19/2006	P-271446	Venezuela
ENCORA	9/1/2005	862011	Int'l Registration - Madrid Agreement / Protocol
ENCORA	9/1/2005	862011	Croatia
ENCORA	9/1/2005	862011	European Community
ENCORA	9/1/2005	862011	Georgia
ENCORA	9/1/2005	862011	Bulgaria
ENCORA	9/1/2005	862011	Belarus
ENCORA	9/1/2005	862011	Armenia
ENCORA	9/1/2005	1080029	Australia
ENCORA	12/1/2005	110811	Peru
ENCORA	9/1/2005	862011	Norway
ENCORA	9/1/2005	862011	Russian Federation
ENCORA	9/1/2005	862011	Romania
ENCORA	9/1/2005	862011	Netherlands Antilles
ENCORA	9/1/2005	862011	Macedonia
ENCORA	9/1/2005	862011	Morocco
ENCORA	9/1/2005	862011	Moldova
ENCORA	9/1/2005	862011	Korea, Republic of
ENCORA	9/1/2005	862011	Turkey
ENCORA	9/1/2005	862011	Switzerland
ENCORA	9/1/2005	862011	Singapore
ENCORA	9/1/2005	862011	Turkmenistan
ENCORA	9/1/2005	862011	Ukraine
HISTA-VENT	1/14/1997	2,031,080	United States of America
NATALCARE	1/14/1997	2,031,082	United States of America
NIFEREX	5/10/1977	805414	Chile
NIFEREX	9/3/1982	TMA272454	Canada
NIFEREX	5/8/2008	2230474	Argentina
NIFEREX	10/1/1975	335021	Benelux
NIFEREX	12/30/1969	76093	Ireland
NIFEREX	2/1/1968	29327	Taiwan
NIFEREX	3/1/1966	0,804,556	United States of America
NIFEREX	1/2/1970	953144	United Kingdom
NIFEREX	7/15/1987	P-356222	Switzerland
NIFEREX	7/30/1975	75/4026	South Africa
NIFEREX	2/17/2006	651774	Korea, Republic of
NIFEREX	9/15/2005	108924	Peru
NIFEREX GOLD	9/11/2007	3,291,637	United States of America
OMEGANATE	4/12/2005	2,940,425	United States of America
PRE CARE CONCEIVE	5/27/2003	2,719,613	United States of America

<sup>2</sup> In accordance with Section 6.17 of the Credit Agreement, property title for all Lumara Health IP Ltd. trademarks to be corrected with the US Patent and Trademark Office post closing.

PRECARE	11/3/2004	40-598104	Korea, Republic of
PRECARE	3/21/2003	TMA577898	Canada
PRECARE	6/28/2007	4169901	China (People's Republic)
PRECARE	10/15/1985	1,365,182	United States of America
PRECARE PREMIER	10/23/2007	3,320,970	United States of America
PREMESISRX	11/29/2004	40-0601006	Korea, Republic of
PREMESISRX	11/3/2004	40-598103	Korea, Republic of
PREMESISRX	5/21/2007	4169903	China (People's Republic)
PRIMACARE	11/3/2004	40-598102	Korea, Republic of
PRIMACARE	6/18/2002	2,582,817	United States of America
PRIMACARE ADVANTAGE	6/23/2009	3,643,470	United States of America
PRIMACARE ONE	4/22/2008	3,414,475	United States of America
PRIMACARE ONE	2/17/2006	651776	Korea, Republic of
PRIMACARE ONE	6/17/2008	1045652	Mexico
PRIMACARE ONE	7/7/2010	6453498	China (People's Republic)
PRIMACARE ONE	1/1/2008	1637065	India
REPLIVA	1/4/2007	183181	Israel
REPLIVA	8/22/2005	862020	Japan
REPLIVA	2/22/2005	81324	Jordan
REPLIVA	8/22/2005	862020	Int'l Registration - Madrid Agreement / Protocol
REPLIVA	8/22/2005	1378846	India
REPLIVA	7/16/2007	IDM000128212	Indonesia
REPLIVA	4/26/2007	189306	Hungary
REPLIVA	4/23/2007	4584991	European Community
REPLIVA	8/22/2005	862020	European Community
REPLIVA	6/1/2006	142759	Guatemala
REPLIVA	6/22/2010	112913	Honduras
REPLIVA	6/5/2006	159136	Costa Rica
REPLIVA	8/22/2005	862020	Croatia
REPLIVA	11/29/2005	151081	Dominican Republic
REPLIVA	4/27/2006	2264	Ecuador
REPLIVA	7/4/2006	221B65	El Salvador
REPLIVA	8/22/2005	862020	China (People's Republic)
REPLIVA	3/17/2009	TMA736,418	Canada
REPLIVA	1/24/2006	747649	Chile
REPLIVA	11/21/2005	22735/05	Cambodia
REPLIVA	12/4/2006	106822-C	Bolivia
REPLIVA	8/22/2005	862020	Belarus
REPLIVA	8/22/2005	45257	Bahrain
REPLIVA	8/10/2007	2174409	Argentina
REPLIVA	8/22/2005	862020	Armenia
REPLIVA	8/22/2005	862020	Australia
REPLIVA	11/28/2005	910569	Mexico
REPLIVA	4/5/2006	43935	Malta
REPLIVA	2/22/2005	2005/13807	Malaysia
REPLIVA	8/22/2005	862020	Moldova
REPLIVA	8/27/2005	59506	Kuwait
REPLIVA	8/18/2005	103439	Lebanon
REPLIVA	8/22/2005	862020	Macedonia
REPLIVA	12/22/2006	295821	Paraguay
REPLIVA	7/26/2008	212638	Pakistan
REPLIVA	7/26/2007	144356	Panama
REPLIVA	6/12/2007	0701404LM	Nicaragua
REPLIVA	7/5/2006	37303	Oman
REPLIVA	8/22/2005	862020	Norway

REPLIVA	1/23/2007	889/77	Saudi Arabia
REPLIVA	8/22/2005	862020	Russian Federation
REPLIVA	5/18/2008	36727	Qatar
REPLIVA	4/1/2008	3,406,639	United States of America
REPLIVA	2/6/2007	79512	United Arab Emirates
REPLIVA	8/22/2005	862020	Ukraine
REPLIVA	7/31/2009	2005/16696	South Africa
REPLIVA	8/22/2005	862020	Singapore
REPLIVA	8/22/2005	862020	Switzerland
REPLIVA	7/1/2006	1215983	Taiwan
REPLIVA	8/18/2005	245118	Thailand
REPLIVA	8/22/2005	862020	Turkey
REPLIVA	4/23/2008	364826	Uruguay
REPLIVA	6/19/2006	P271407	Venezuela
REPLIVA	5/21/2007	82254	Vietnam
STRONGSTART	7/29/2003	2,742,749	United States of America
HISTINEX	10/31/1995	1,932,221	United States
KV	4/17/2009	2497357	United Kingdom
KV	4/24/2009	2497365	United Kingdom
KV	10/22/2013	4,422,135	United States
KV PHARMACEUTICAL	10/29/2013	4,425,783	United States
KV PHARMACEUTICAL	4/17/2009	2497358	United Kingdom
KV PHARMACEUTICAL	4/17/2009	2497367	United Kingdom
KV PHARMACEUTICAL & design	4/9/2013	4,317,346	United States
KV PHARMACEUTICAL & design	4/17/2009	2497478	United Kingdom
KV PHARMACEUTICAL & design	4/17/2009	2497361	United Kingdom
MAKENA	5/30/2011	1081707	Singapore
MAKENA	11/9/2012	2011/12410	South Africa
MAKENA	5/30/2011	1081707	Switzerland
MAKENA	11/28/2011	842787	New Zealand
MAKENA	10/6/2011	180385	Peru
MAKENA	5/30/2011	1081707	Russian Federation
MAKENA	5/30/2011	1081707	Korea, Republic of
MAKENA	5/30/2011	1081707	Int'l Registration - Madrid Agreement / Protocol
MAKENA	5/6/2013	2151283	India
MAKENA	5/30/2011	1081707	Israel
MAKENA	5/30/2011	1081707	Japan
MAKENA	5/30/2011	1081707	European Community
MAKENA	5/30/2011	1081707	China
MAKENA	12/16/2011	1436276	Australia
MAKENA	3/27/2013	2561294	Argentina
MAKENA	3/2/2012	945204	Chile
MAKENA	10/24/2012	TMA834990	Canada
MAKENA	10/25/2011	4,046,878	United States
MAKENA CARE CONNECTION	5/29/2012	4,151,045	United States
MAKENA CARES FOUNDATION	8/14/2012	4,191,401	United States
METER RELEASE	9/11/1984	1,293,848	United States
MICRO RELEASE	12/5/1995	1,939,204	United States
MICRO-KC1	7/18/1980	TMA248173	Canada
Mom + Baby (Makena) Logo	10/18/2011	4,042,500	United States

THER-RX	12/4/2012	4,254,188	United States
EVERY WEEK COUNTS	10/04/2011	4,035,424	United States
GUAIFENEX	08/15/1995	1,912,198	United States
FLAVORTECH	08/27/1996	1,997,221	United States

### **TRADEMARK APPLICATIONS**

<u>Mark<sup>3</sup></u>	<u>Application Date</u>	<u>Application No.</u>	<u>Country</u>
LUMARA	3/4/2014	86/210,647	United States
LUMARA	11/4/2013	86/109,620	United States
Lumara Flower Petals Logo	3/4/2014	86/210,681	United States
MAKENA	7/26/2012	P318837	Venezuela
LUMARA HEALTH	3/12/2015	86/561682	United States
PREMESISRX	6/28/2013	85/972,547	United States of America
REPLIVA	8/19/2005	827755058	Brazil

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<sup>3</sup> In accordance with Section 6.17 of the Credit Agreement, property title for all Lumara Health IP Ltd. trademark applications to be corrected with the US Patent and Trademark Office post closing.