

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZIONS FIRST NATIONAL BANK		12/02/2015	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wellspring Pharmaceutical Corporation		
Street Address:	5911 North Honore Avenue		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34243		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0697007	BONINE	
Registration Number:	4199375	KEEP STOMACHS CALM AND CARRY ON	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith, Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	WSP RELEASE 2 (HS)		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	01/06/2016		
Total Attachments: 3			
source=Wellspring - IP Release 2 (Executed)_(38798885_1)#page1.tif			
source=Wellspring - IP Release 2 (Executed)_(38798885_1)#page2.tif			

CH \$65.00 0697007

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this “Release”), dated as of December 2, 2015 is made by ZIONS FIRST NATIONAL BANK (the “Secured Party”) in favor of Wellspring Pharmaceutical Corporation, a Delaware corporation (the “Grantor”), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Amended and Restated Credit Agreement, dated as of September 3, 2014 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”) and that certain Security Agreement dated as of October 19, 2011 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Security Agreement”), by and among the Grantor, WSP Intermediate Corp., WSP Parent Corp., Wellspring Holding Corporation and Secured Party in its capacity as administrative agent for the lenders party thereto from time to time and pursuant to that certain Trademark Security Agreement, dated as of September 3, 2014, by the Grantor in favor of Secured Party (the “Trademark Security Agreement”), the Grantor granted security interests to Secured Party in certain intellectual property owned by the Grantor, including those listed on Annex I attached hereto (the “Intellectual Property Collateral”); and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the “USPTO”) on September 3, 2014 at Reel 005356, Frame 0056.

WHEREAS, the Grantor has satisfied the terms of the Security Agreement and requests a specific release of the security interest granted and recorded against the Intellectual Property Collateral.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby RELEASES, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the Intellectual Property Collateral, together with the goodwill of the business symbolized thereby, whether granted pursuant to the Trademark Security Agreement or any other agreement or document delivered in connection with the Security Agreement or Credit Agreement, and the Secured Party hereby reassigns any and all such right, title and interest that the Secured Party may have in, to and under the Intellectual Property Collateral to the Grantor.

The Secured Party agrees, at the Grantor’s expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required or desirable to effect the release of the Secured Party’s security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party has executed this Release as of the date first above written.

ZIONS FIRST NATIONAL BANK

By:  _____

Name: Donald L. Rands

Title: Sr. Vice President

ANNEX I

TRADEMARK	REG. NO./ REG. DATE
Bonine	0697007 05/03/60
Keep Stomachs Calm and Carry On	4199375 08/28/12