

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM395391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONOSOL RX, LLC		08/16/2016	Limited Liability Company: DELAWARE
MONOSOL RX, INC.		08/16/2016	Corporation: DELAWARE
MSRX US, LLC		08/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PERCEPTIVE CREDIT HOLDINGS, LP		
Street Address:	51 Astor Place, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3349534		
Registration Number:	3336176	MONOSOL RX	
Registration Number:	3580900	PHARMFILM	
Registration Number:	3877508	ZUPLENZ	
Serial Number:	86662567	AQUESTIVE	
Serial Number:	86090393	BSF	
Serial Number:	86090396	OSF	
Serial Number:	86090398	SSF	
Serial Number:	77905469	BSF	
Serial Number:	78618509	MONOSOL RX	
Serial Number:	77825112	ODFS	
Serial Number:	77905426	OSF	
Serial Number:	78618508	RX	
Serial Number:	77921329	SSF	
CORRESPONDENCE DATA			

TRADEMARK

Fax Number: 4152687522

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: 4152687000

Email: ksamia@mofo.com

Correspondent Name: Jennifer Lee Taylor

Address Line 1: 425 Market Street

Address Line 2: c/o Morrison & Foerster LLP

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	72295-12
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NAME OF SUBMITTER:	Jennifer Lee Taylor
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SIGNATURE:	/JLT2/
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DATE SIGNED:	08/17/2016
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2016, 2016 ("**Trademark Security Agreement**"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "**Trademark Grantors**"), is in favor of Perceptive Credit Holdings, LP, as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties.

WITNESSETH:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as of August 16, 2016, 2016 (the "**Security Agreement**") in favor of the Collateral Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made

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and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this
TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized
officer as of the date first above written.

MONOSOL RX, LLC

By: 

Name: Keith Kennedy

Title: CEO

MONOSOL RX, INC.

By: 

Name: Keith Kennedy

Title: CEO

MSRX US, LLC

By: 

Name: Keith Kennedy

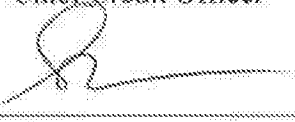
Title: CEO

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS, LP, as Collateral Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By 
Name: Sandeep Dixit
Title: Chief Credit Officer

By 
Name: Sam Chawla
Title: Portfolio Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005857 FRAME: 0359

Address, Jurisdiction, and Corporate Type for Parties

MONOSOL RX, LLC, a Delaware limited liability company
30 Technology Drive
Warren, NJ 07059

MONOSOL RX, INC., a Delaware corporation
30 Technology Drive
Warren, NJ 07059

MSRX US, LLC, a Delaware limited liability company
30 Technology Drive
Warren, NJ 07059

PERCEPTIVE CREDIT HOLDINGS, LP, a Delaware limited partnership
51 Astor place, 10th floor
New York, NY 10003

TRADEMARKS

Trademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
Miscellaneous Design	3,349,534	December 4, 2007	MonoSol RX, LLC
MONOSOL RX	3,336,176	November 13, 2007	MonoSol RX, LLC
PHARMFILM	3,580,900	February 24, 2009	MonoSol RX LLC
ZUPLENZ	3,877,508	November 16, 2010	MonoSol RX, LLC
AQUESTIVE	86-662567	June 15, 2015	MonoSol RX, LLC
BSF	86-090393	Oct. 14, 2013	MonoSol RX, LLC
OSF	86-090396	Oct. 14, 2013	MonoSol RX, LLC
SSF	86-090398	Oct. 14, 2013	MonoSol RX, LLC
BSF	77-905469	Jan. 5, 2010	MonoSol RX LLC
MONOSOL RX (and Design)	78-618509	April 27, 2005	MonoSol RX, LLC
ODFS	77-825112	Sept. 11, 2009	MonoSol RX LLC
OSF	77-905426	Jan. 5, 2010	MonoSol RX LLC
RX (and Design)	78-618508	April 27, 2005	MonoSol RX, LLC
SSF	77-921329	Jan. 27, 2010	MonoSol RX LLC