

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertical Pharmaceuticals, LLC		02/03/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Bank, N.A., as Collateral Agent		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86645258	OBCOMPLETE B	
Serial Number:	86246195	VERDROCET	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	18965-30600		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/02/2016		
Total Attachments: 6			
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Agreement" or "Grant"), dated as of February 3, 2016 is entered into by VERTICAL PHARMACEUTICALS, LLC, a Delaware limited liability company with principal offices at 2400 Main Street, Sayreville, NJ 08872, (the "Grantor"), and CIT Bank, N.A. (the "Grantee"), having its principal offices at 11 West 42nd Street, New York, NY 10036, as collateral agent (the "Collateral Agent").

WHEREAS, the Grantor is the owner of all right, title and interest in and to the United States trademarks and associated United States trademark registrations and applications for registration set forth in Schedule A attached hereto, provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15. U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein)(collectively, the "Trademarks");

WHEREAS, Grantee desires to acquire a security interest in the Trademarks; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Pledge and Security Agreement, dated as of February 3, 2016, made by the Grantor, the other assignors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"), the Grantor and Grantee agree as follows:

i. Grant of Security Interest

a. The Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the Trademarks; (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) 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.

b. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

ii. Termination of Security Interest

Upon the occurrence of the termination of the Security Agreement, the Grantee shall promptly upon request execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

iii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Trademarks of the United States to record this security interest in the Trademarks.

iv. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED, ENFORCED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

v. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee, the Grantor, and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

vi. Counterparts

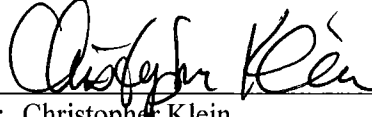
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

VERTICAL PHARMACEUTICALS, LLC

By: 
Name: Christopher Klein
Title: General Counsel and Secretary

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CIT BANK, N.A., as Collateral Agent

By: 
Name: _____
Title: **Michael Rebocho**
Director

By: _____
Name: _____
Title: _____

SCHEDULE A




TRADEMARKS

TRADEMARK REGISTRATIONS

Trademark	Registration Date	Registration Number
Ob Complete	November 18, 2014	4640762
	March 12, 2013	4300150
Provella	March 12, 2013	4302274
Nexa	August 16, 2011	4011587
Lorzone	January 24, 2012	4091769
B-Nexa	April 24, 2012	4132285
Trioxin	October 12, 2010	3861737
Zypram	June 28, 2011	3986173
Corvite	February 6, 2007	3206841
Acuflex	March 28, 2006	3074495
Zotex	July 19, 2005	2970323

TRADEMARK APPLICATIONS

Trademark Application	Application Filing Date	Application Serial Number
New Beginnings	December 9, 2015	86/844377

Trademark Application	Application Filing Date	Application Serial Number
<p data-bbox="266 268 464 302">New Begginings</p> 	<p data-bbox="675 228 878 262">January 12, 2016</p>	<p data-bbox="1130 228 1256 262">86/873165</p>
	<p data-bbox="678 735 875 768">August 19, 2015</p>	<p data-bbox="1130 735 1256 768">86/729749</p>
<p data-bbox="293 814 440 848">Obcomplete</p> 	<p data-bbox="695 812 859 846">May 29, 2015</p>	<p data-bbox="1130 812 1256 846">86/645258</p>
<p data-bbox="306 1085 428 1119">Verdrocet</p>	<p data-bbox="699 1085 854 1119">April 8, 2014</p>	<p data-bbox="1130 1085 1256 1119">86/246195</p>