

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444402

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wellspring Pharmaceutical Corporation		09/25/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 N. Wacker Drive
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4598157	FDS PERSONALS
Registration Number:	4580860	FDS
Registration Number:	4199375	KEEP STOMACHS CALM AND CARRY ON
Registration Number:	3835714	FEMININE.DISCREET.SENSUAL.
Registration Number:	3877422	BARRIERE
Registration Number:	3674239	GLAXAL BASE
Registration Number:	3664440	GLAXAL BASE
Registration Number:	2599688	
Registration Number:	2606065	
Registration Number:	2504774	BACTINE
Registration Number:	2264700	
Registration Number:	0997843	MICATIN
Registration Number:	0863268	FDS
Registration Number:	0831204	FDS
Registration Number:	0800495	BACTINE
Registration Number:	0800199	BACTINE
Registration Number:	0697007	BONINE
Registration Number:	0536728	EMETROL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0525085	BACTINE
Registration Number:	0378528	GELUSIL

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	09/25/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 25, 2017 (this “**Trademark Security Agreement**”), is made by Wellspring Pharmaceutical Corporation, a Delaware corporation (the “**Grantor**”), in favor of NXT Capital, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meanings given to them in the Guarantee and Collateral Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

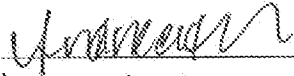
**WELLSPRING PHARMACEUTICAL
CORPORATION**

By: 
Name: John Dowers
Title: President, Chief Executive Officer and
Treasurer

[Signature Page to Trademark Security Agreement]

AGREED AND ACCEPTED
as of the date first written above:



NXT CAPITAL, LLC,
as Agent


By: 
Name: Andrea Tunick
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARK REGISTRATION AND APPLICATION NUMBERS

Trademark	Application Number/ Application Date	Registration Number/ Registration Date	Owner
FDS PERSONALS	85889897 3/28/2013	4598157 9/2/2014	WELLSPRING PHARMACEUTICAL CORPORATION
FDS	85761657 10/23/2012	4580860 8/5/2014	WELLSPRING PHARMACEUTICAL CORPORATION
KEEP STOMACHS CALM AND CARRY ON	85250507 2/24/2011	4199375 8/28/2012	WELLSPRING PHARMACEUTICAL CORPORATION
FEMININE.DISCREET.SENSUAL.	77578941 9/25/2008	3835714 8/17/2010	WELLSPRING PHARMACEUTICAL CORPORATION
BARRIERE	77572985 9/18/2008	3877422 11/16/2010	WELLSPRING PHARMACEUTICAL CORPORATION
GLAXAL BASE <i>Glaxal Base</i>	77545009 8/12/2008	3674239 8/25/2009	WELLSPRING PHARMACEUTICAL CORPORATION
GLAXAL BASE	77382002 1/28/2008	3664440 8/4/2009	WELLSPRING PHARMACEUTICAL CORPORATION
Design Only 	78075343 7/24/2001	2599688 7/23/2002	WELLSPRING PHARMACEUTICAL CORPORATION
Design Only 	78075345 7/24/2001	2606065 8/6/2002	WELLSPRING PHARMACEUTICAL CORPORATION

Trademark	Application Number/ Application Date	Registration Number/ Registration Date	Owner
BACTINE	78036938 11/29/2000	2504774 11/6/2001	WELLSPRING PHARMACEUTICAL CORPORATION
Design Only 	75480950 5/7/1998	2264700 7/27/1999	WELLSPRING PHARMACEUTICAL CORPORATION
MICATIN	73000354 9/7/1973	0997843 11/12/1974	WELLSPRING PHARMACEUTICAL CORPORATION
FDS	72300507 6/17/1968	0863268 1/7/1969	WELLSPRING PHARMACEUTICAL CORPORATION
FDS	72256792 10/20/1966	0831204 6/27/1967	WELLSPRING PHARMACEUTICAL CORPORATION
BACTINE	72201720 9/11/1964	0800495 12/14/1965	WELLSPRING PHARMACEUTICAL CORPORATION
BACTINE	72201719 9/11/1964	0800199 12/14/1965	WELLSPRING PHARMACEUTICAL CORPORATION
BONINE	72081199 9/11/1959	0697007 5/3/1960	INSIGHT PHARMACEUTICALS LLC
EMETROL	71589160 12/10/1949	0536728 1/16/1951	WELLSPRING PHARMACEUTICAL CORPORATION
BACTINE	71570426 12/13/1948	0525085 5/9/1950	WELLSPRING PHARMACEUTICAL CORPORATION
GELUSIL	71427151 1/4/1940	0378528 6/11/1940	WELLSPRING PHARMACEUTICAL CORPORATION