

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERTICAL PHARMACEUTICALS, LLC		12/11/2017	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:	87659801	OBCOMPLETE NUTRITION	
Serial Number:	87392499	OBCOMPLETE NUTRITION HEALTHY EATING FORM	
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:	12/13/2017		
Total Attachments: 5			
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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 December 11, 2017 is entered into by VERTICAL PHARMACEUTICALS, LLC, a Delaware limited liability company with principal offices at 400 Crossing Boulevard, Bridgewater, NJ 08807, (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 (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

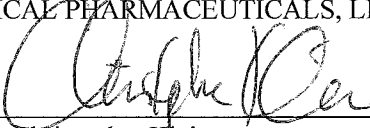
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[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

[Signature Page to Trademark Security Agreement – Vertical]

TRADEMARK
REEL: 006227 FRAME: 0829

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 APPLICATIONS

Trademark	Application No.
OBCOMPLETE NUTRITION	87659801
OBCOMPLETE NUTRITION HEALTHY EATING FOR MOM AND BABY	87392499