

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nalpropion Pharmaceuticals, Inc.		07/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as collateral agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	07960		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3396807	OREXIGEN	
Registration Number:	3396021	OREXIGEN	
Registration Number:	3393576	CONTRAVE	
Registration Number:	5181874	CONTRAVE	
Registration Number:	4584983	WEIGHTMATE	
Serial Number:	87292362	BRAINS BEHIND WEIGHT LOSS	
Serial Number:	87301815	GET CONTRAVE NOW	
Serial Number:	87307659	GCN	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F178357 TM		

OP \$215.00 3396807

NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	07/30/2018
Total Attachments: 11 source=EXECUTED Trademark Security Agreement (Nalpropion)#page2.tif source=EXECUTED Trademark Security Agreement (Nalpropion)#page3.tif source=EXECUTED Trademark Security Agreement (Nalpropion)#page4.tif source=EXECUTED Trademark Security Agreement (Nalpropion)#page5.tif source=EXECUTED Trademark Security Agreement (Nalpropion)#page6.tif source=EXECUTED Trademark Security Agreement (Nalpropion)#page7.tif source=EXECUTED Trademark Security Agreement (Nalpropion)#page8.tif source=EXECUTED Trademark Security Agreement (Nalpropion)#page9.tif source=EXECUTED Trademark Security Agreement (Nalpropion)#page10.tif source=EXECUTED Trademark Security Agreement (Nalpropion)#page11.tif source=EXECUTED Trademark Security Agreement (Nalpropion)#page12.tif	

EXECUTION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 27, 2018, is among each of the undersigned (each, a "Grantor" and, collectively, the "Grantors"), and Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity, the "Agent") for the lenders (each, a "Lender" and, collectively, the "Lenders"; and together with the Agent, the "Lender Group") from time to time party to the Credit Agreement referred to below.

WITNESSETH:

A. The Grantors, their Subsidiaries, the Guarantors and the Lender Group are entering into a Credit Agreement dated as of July 27, 2018 (as it may be amended, restated, supplemented, or modified from time to time, the "Credit Agreement").

B. In order to induce the Lender Group to enter into the Credit Agreement, the Grantors and the Agent are entering into an Pledge and Security Agreement dated as of July 27, 2018 (as it may be amended, restated, supplemented, or modified from time to time, the "Security Agreement") pursuant to which each Grantor has granted to Agent, for the benefit of the Lender Group, a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under all Collateral, including, without limitation, the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, acceleration, demand or otherwise, of all Secured Obligations (as defined in the Security Agreement).

C. The Grantors and the Lender Group contemplate and intend that Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under, among other agreements, the Credit Agreement and the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), subject in all respects to the terms and provisions of such agreements, in connection with all of Grantors' right, title and interest in such Trademark Collateral.

D. Pursuant to the Credit Agreement, the Security Agreement and the other Loan Documents, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1 DEFINED TERMS

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2 GRANT OF SECURITY INTEREST IN TRADEMARKS

Each Grantor hereby unconditionally grants and pledges and confirms any grant or pledge made pursuant to the Security Agreement, as the case may be, to the Agent, for the ratable benefit of the Lender Group, of a security interest in, and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized thereby, including but not limited to the registered Trademarks listed in Schedule A, in each case whether registered or unregistered, now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, the term "Trademark Collateral" shall not include any "intent-to-use" application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

SECTION 3 SECURITY FOR OBLIGATIONS

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due of all Secured Obligations.

SECTION 4 SECURITY AGREEMENT

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lender Group, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 5 RECORDATION

The Grantors hereby authorize and request that the Register of Trademarks and any other applicable government officer record this Agreement.

SECTION 6 MISCELLANEOUS

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING SUBMISSION TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.13 AND 8.15 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

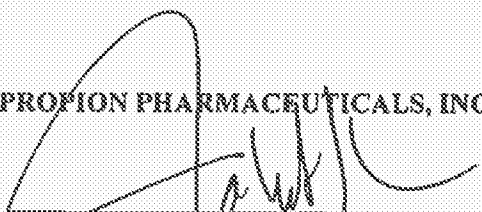
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

In entering into this Agreement, and in taking (or refraining from) any actions under or pursuant to this Agreement, the Collateral Agent shall be protected by and shall enjoy all of the rights, immunities, protections and indemnities granted to it under the Credit Agreement, the Security Agreement and the other Loan Documents.

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NALPROFION PHARMACEUTICALS, INC.

By:


Name: John A Sedor

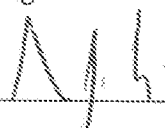
Title: Chief Executive Officer

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]




TRADEMARK
REEL: 006395 FRAME: 0301


AGENT:

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Agent





By: 
Name: _____
Title: **Geoffrey J. Lewis**
Vice President

SCHEDULE A

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.031WEU European Community	OREXIGEN THERAPEUTICS, INC.	4744298 11/16/2005	4744298 11/22/2006	5
OREX.031WJP Japan	OREXIGEN THERAPEUTICS, INC.	2005-107980 11/16/2005	4937667 3/17/2006	5
OREX.076T United States	OREXIGEN	78/960,760 8/25/2006	3396807 3/11/2008	5,16,44
OREX.185WBR Brazil	OREXIGEN	840.506.350 05/06/13	840.506.350 02/23/16	5
OREX.186WBR Brazil	OREXIGEN	840.506.430 05/06/13	840.506.430 02/23/16	16
OREX.187WBR Brazil	OREXIGEN	840.506.414 05/06/13	840.506.414 02/23/16	41
OREX.188WBR Brazil	OREXIGEN	840.506.376 05/06/13	840.506.376 02/23/16	44
OREX.039WCA Canada	OREXIGEN	1295336 3/16/2006	TMA730368 12/8/2008	5
OREX.039WEU European Community	OREXIGEN	4993441 3/17/2006	4993441 3/15/2007	5
OREX.039WJP Japan	OREXIGEN	2006-024597 3/20/2006	4971768 7/21/2006	5
OREX.185WRU Russia	OREXIGEN	2013715405 05/07/13	521619 09/03/14	5, 16, 41, 44
OREX.040T United States		78/718,907 9/22/2005	3396021 3/11/2008	5
OREX.040WCA Canada		1295335 3/16/2006	TMA730367 12/8/2008	5
OREX.040WEU European Community		4993671 3/17/2006	4993671 3/15/2007	5

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.040WJP Japan		2006-024598 3/20/2006	5045580 5/11/2007	5
Case No. Country	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.072WJP Japan		2006-109628 11/27/2006	5050062 5/25/2007	5,16,44
OREX.395T United States	BRAINS BEHIND WEIGHT LOSS	87/292,362 01/06/17		41, 44
OREX.056TD1 United States	CONTRA VE	78/979,619 1/6/2006	3393576 3/4/2008	5
OREX.382WAU Australia	CONTRA VE	1702042 06/22/15	1702042 06/22/15	5
OREX.385IBH International Registration - Bahrain	CONTRA VE	1326964 11/01/16		5
OREX.189WBR Brazil	CONTRA VE	840.507.305 05/07/13	840.507.305 02/23/16	5
OREX.190WBR Brazil	CONTRA VE	840.507.313 05/07/13	840.507.313 02/23/16	16
OREX.191WBR Brazil	CONTRA VE	840.507.321 05/07/13	840.507.321 02/23/16	41
OREX.192WBR Brazil	CONTRA VE	840.507.348 05/07/13	840.507.348 02/23/16	44
OREX.056WCA Canada	CONTRA VE	1306356 6/8/2006	765793 05/05/10	5
OREX.144WCA Canada	CONTRA VE	1454998 10/5/2009		16, 44
OREX.385IEG International Registration - Egypt	CONTRA VE	1326964 11/01/16		5

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.056WEU European Community	CONTRA VE	5161211 6/12/2006	5161211 5/16/2007	5,16,44
OREX.382WIN India	CONTRA VE	3031053 08/12/15	3031053 08/12/15	5
OREX.352WWO International Registration	CONTRA VE	1230877 09/23/14	1230877 09/23/14	5
OREX.385WWO International Registration	CONTRA VE	1326964 11/01/16	1326964 11/01/16	5
OREX.385IIR International Registration - Iran	CONTRA VE	1326964 11/01/16		5
OREX.385WIQ Iraq	CONTRA VE	74980 12/19/17		5
OREX.056WJP Japan	CONTRA VE	2006-054226 6/12/2006	5018316 1/12/2007	5,16,44
OREX.385WJO Jordan	CONTRA VE	149932 11/03/16	149932 11/03/16	5
OREX.376WKR Korea	CONTRA VE	40-2015-5778 01/26/15	40-1132532 09/25/15	5
OREX.385WKW Kuwait	CONTRA VE	184927 11/06/16		5
OREX.385WLB Lebanon	CONTRA VE	60101 11/28/16	177044 12/06/16	5
OREX.352IMX International Registration - Mexico	CONTRA VE	1230877 09/23/14	1230877 09/23/14	5
OREX.385IOM International Registration - Oman	CONTRA VE	1326964 11/01/16		5

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.385WPK Pakistan	CONTRAVE	474398 11/03/17		5
OREX.385WQA Qatar	CONTRAVE	111203 01/01/17	111203 12/10/17	5
OREX.189WRU Russian Federation	CONTRAVE	2013715407 05/07/13	534137 02/09/15	5, 16, 41, 44
OREX.385WSA Saudi Arabia	CONTRAVE	1438007000 12/21/16	1438007000 03/07/17	5
OREX.385WZA South Africa	CONTRAVE	2016/32554 11/07/16		5
OREX.385WVN Vietnam	CONTRAVE	4-2015-20928 08/06/15		5
OREX.194T United States		86/026,234 8/1/13	5,181,874 04/11/17	5, 16, 44
OREX.155WCA Canada		1488558 7/7/2010		5, 16, 44
OREX.155WEU European Community		9238247 07/12/10	9238247 12/24/10	5, 16, 44
OREX.155WJP Japan		2010-057466 07/22/10	5364307 10/29/10	5, 16, 44
OREX.057WEU European Community	EMPATIC	5843073 4/4/2007	5843073 3/4/2008	5, 16, 44
OREX.391T United States	GET CONTRAVE NOW	87/301,815 01/13/17		5, 44
OREX.396T United States	GCN	87/307,659 01/19/17		5, 44
OREX.176WCN China	LESS WEIGHT MORE SUPPORT	11845236 12/05/12	11845236 05/21/14	41
OREX.182WCN China	LESS WEIGHT MORE SUPPORT	11845235 12/05/12	11845235 05/21/14	44

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.176WEU European Community	LESS WEIGHT MORE SUPPORT	11397106 12/04/12	11397106 05/02/13	41, 44
OREX.176WJP Japan	LESS WEIGHT MORE SUPPORT	2012-097725 12/03/12	5622351 10/11/13	41, 44
OREX.390WAL Albania	MYSIMBA	AL/T/2016/701 09/19/16	17719 04/04/17	5, 16, 44
OREX.383WAU Australia	MYSIMBA	1702044 06/22/15	1702044 06/22/15	5
OREX.390WBA Bosnia and Herzegovina	MYSIMBA	BAZ1619717A 09/21/16		5, 16, 44
OREX.390WCA Canada	MYSIMBA	1796815 08/16/16		5, 16, 44
OREX.316WEU European Community	MYSIMBA	13395199 10/23/14	13395199 03/16/15	5, 16, 44
OREX.383WIN India	MYSIMBA	3031054 08/12/15		5
OREX.380WKR Korea	MYSIMBA	40-2015-33484 05/07/15	40-1159113 02/04/16	5
OREX.390WMK Macedonia	MYSIMBA	TM/MK/2016/0000890 09/19/16	25306 11/27/17	5, 16, 44
OREX.390WME Montenegro	MYSIMBA	Z-348/2016 09/19/16	13544 09/19/16	5, 16, 44
OREX.390WKV Kosovo	MYSIMBA	KS/M/2016/1281 10/07/16	21279 10/07/16	5, 16, 44
OREX.316WNO Norway	MYSIMBA	201412617 11/03/14	279915 01/22/15	5, 16, 44
OREX.390WRS Serbia	MYSIMBA	Z-2016/1542 09/19/16	72493 04/18/17	5, 16, 44
OREX.390WZA South Africa	MYSIMBA	2016/32555 11/07/16		5
OREX.316WCH Switzerland	MYSIMBA	62465/2014 10/23/14	668167 01/07/15	5, 16, 44

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.390WTR Turkey	MYSIMBA	2016/89803 11/10/16	2016 89803 04/06/17	5
OREX.172T United States	WEIGHTMATE	85/643,605 06/05/12	4584983 08/12/14	41, 44
OREX.172WBR Brazil	WEIGHTMATE	840352999 12/04/12	840352999 01/05/16	41
OREX.181WBR Brazil	WEIGHTMATE	840352964 12/04/12	840352964 10/27/15	44
OREX.172WCA Canada	WEIGHTMATE	1605157 12/03/12		41, 44
OREX.172WCN China	WEIGHTMATE	11845238 12/05/12	11845238 05/21/14	41
OREX.181WCN China	WEIGHTMATE	11845237 12/05/12	11845237 05/21/14	44
OREX.172WEU European Community	WEIGHTMATE	11396611 12/04/12	11396611 05/02/13	41, 44
OREX.172WJP Japan	WEIGHTMATE	2012-097724 12/03/12	5622350 10/11/13	41, 44
OREX.318WEU European Community	YISINGA	13000989 06/16/14	13000989 11/07/14	5, 16, 44
OREX.318WNO Norway	YISINGA	201409416 08/18/14	278552 10/28/14	5, 16, 44
OREX.318WCH Switzerland	YISINGA	59006/2014 08/04/14	664736 10/09/14	5, 16, 44