

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCILEX PHARMACEUTICALS INC.		10/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	One Federal Street, 3rd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87772307	ZTLIDO	
Serial Number:	87717751	SCILEX	
Serial Number:	86728057	RESPONSIBLE BY DESIGN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	10/05/2018		
Total Attachments: 7			
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TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT (“Agreement”) is dated as of October 3, 2018, by and between **SCILEX PHARMACEUTICALS INC.**, a Delaware corporation (the “Grantor”), and **U.S. BANK NATIONAL ASSOCIATION**, in its capacity as collateral agent for the Secured Parties (as defined below) with the address listed below (and its successors under the Indenture, in such capacity, the “Collateral Agent”).

PRELIMINARY STATEMENT

WHEREAS the Grantor has entered into that certain Indenture dated as of the date hereof (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Indenture”) with the Collateral Agent and U.S. Bank National Association, in its capacity as Trustee having an address at One Federal Street, 3rd Floor, Boston, Massachusetts 02110 (and its successors under the Indenture (as defined below), in such capacity, the “Trustee”);

WHEREAS, as a condition to the issuance by the Grantor of its Senior Secured Notes due 2026, the Grantor has entered into that certain Collateral Agreement dated as of the date hereof (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the terms of the Collateral Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Collateral Agreement), a continuing security interest in and lien on, the Grantor’s right, title and interest in and to all present and future copyrights, patents, trademarks, and related licenses and rights for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Collateral Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, on the terms set forth in and subject to the Collateral Agreement, a continuing first-priority lien and security interest (subject to Permitted Liens) in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

A. all of its trademark applications and registrations set forth in Schedule I hereto, excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application (the “Trademarks”);

B. all goodwill of the business associated with the Trademarks; and

C. all products and proceeds of the Trademarks, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademarks or any Trademarks exclusively licensed under any intellectual property license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any intellectual property license.

III. SECURITY FOR OBLIGATIONS. The grant of a lien and security interest in the Trademark Collateral by the Grantor pursuant to this Agreement secures prompt payment to the Secured Parties of the Obligations. This Agreement and the lien and security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations (as defined in the Collateral Agreement) and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a proceeding commenced by or against the Grantor under any provision of the Bankruptcy Code (or under any other applicable foreign bankruptcy, insolvency, receivership or similar law) or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

IV. COLLATERAL AGREEMENT. The lien and security interest granted pursuant to this Agreement is granted in conjunction with the lien and security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

V. AUTHORIZATION TO SUPPLEMENT. The Grantor hereby authorizes the Collateral Agent to modify this Agreement by amending Schedule I to include any new trademark rights of the Grantor in accordance with the provisions of the Collateral Agreement; provided, that, the Collateral Agent shall provide prior written notice to the Grantor of any such amendment or modification, including a copy of the proposed amendment or modification to Schedule I. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I or provide notice to the Grantor of same shall in any way affect, invalidate or detract

from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

VI. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

VII. BINDING EFFECT. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, the Grantor shall not assign or delegate any of its rights or duties under this Agreement without the prior written consent of the Collateral Agent (other than pursuant to a transaction permitted under the Indenture), and any attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms hereof or of the Collateral Agreement.

VIII. CAPTIONS. The captions contained in this Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

IX. TERMINATION AND RELEASE. This Agreement shall terminate in accordance with the Collateral Agreement.

X. ENTIRE AGREEMENT. This Agreement, together with the Collateral Agreement, other Indenture Documents and the other Security Documents, embodies the entire agreement and understanding between the Grantor and the Collateral Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantor and the Collateral Agent relating to the Trademark Collateral.

XI. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart, and a copy of any such counterpart shall be valid as an original.


XII. AMENDMENTS. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Collateral Agreement.

XIII. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT LOCAL LAW GOVERNS THE CREATION, PERFECTION, PRIORITY OR ENFORCEMENT OF SECURITY INTERESTS.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCILEX PHARMACEUTICALS INC.

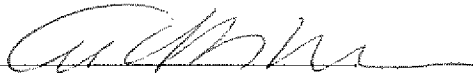
By:  _____

Name: William Pedranti

Title: President, Operations

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
acting not in its individual capacity but solely as Collateral Agent
One Federal Street, 3rd Floor
Boston, Massachusetts 02110

By: 

Name: Alison D B. Nadeau
Vice President

Title: _____

Schedule 1
to
TRADEMARK COLLATERAL AGREEMENT

Trademark	Serial No.	Reg. No.	Filed	Allowed date	Int. Class	Description of Goods	Status
Ztlido	US 87772307		01/26/2018		05	pharmaceutical preparations, namely analgesics	Statement of Use filed; Office Action Response and substitute specimen filed 9/4/18; to be published for opposition 10/23/2018
Scilex	US 87717751		12/12/2018	05/08/2018	05	Full line of analgesic pharmaceutical preparations, both prescription and over-the-counter, for use in connection with humans and animals	Statement of Use filed; Office Action Response and substitute specimen filed 9/4/18
Responsible by design	US 86728057		08/18/2015	04/19/2016	44	Medical information services, namely providing information to physicians, healthcare professionals and patients on topics of health, the diagnostic and therapeutic properties of pharmaceutical products, and health awareness	Statement of Use filed; Office Action Response due 11/10/2018