

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496155

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unipharma, LLC		10/28/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	NHTV Ulm Holdings LLC		
Street Address:	1585 Broadway		
Internal Address:	c/o MS Capital Partners Adviser Inc.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5356445	HIMASAL	
Registration Number:	5470297	DR. KIDS	
Registration Number:	5460033	UNICITRA-K	
Registration Number:	5531634	DCARE	
Serial Number:	87906418	UNIPHARMA	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Marie Renée Cita, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Marie Renée Cita		
SIGNATURE:	/Marie Cita/		
DATE SIGNED:	10/31/2018		

CH \$140.00 5356445

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 28, 2018, made by Unipharma, LLC (the "Grantor"), in favor of NHTV Ulm Holdings LLC, as Lender ("Lender") party to the Loan Agreement, dated as of September 28, 2018 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, Tamarac 10200, LLC, the Pledgors (as defined in the Loan Agreement) and Lender.

WHEREAS, pursuant to the Loan Agreement, Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor granted to Lender a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined or specified herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Loan Agreement it granted to Lender a security interest in all of such Grantor's right, title and interest in (subject only to Liens permitted under the Loan Agreement and existing licenses to use the Trademarks granted by the applicable Grantor) and to all Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Property.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United

States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Loan Agreement. The Loan Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademarks are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), each of which shall be deemed an original, and all of which taken together shall be deemed to constitute one and the same instrument.

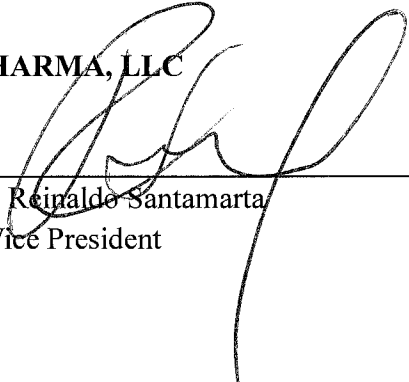
SECTION 7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UNIPHARMA, LLC

By: 
Name: Reinaldo Santamarta
Title: Vice President

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006526 FRAME: 0268

NHTV ULM HOLDINGS LLC, as Lender

By: North Haven Tactical Value Fund LP, its
member

By: MS Tactical Value Fund GP LP, its general
partner

By: MS Tactical Value Fund GP Inc., its general
partner

By: 

Name: Frederik Wijsenbeek

Title: Executive Director

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006526 FRAME: 0269

SCHEDULE I

Trademark Registrations

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
Unipharma, LLC	HIMASAL	(87305216)/ 5356445	1/18/2017	12/12/2017
Unipharma, LLC	DR. KIDS	(87105718)/ 5470297	7/15/2016	5/15/2018
Unipharma, LLC	UNICITRA-K	(87305219)/ 5460033	1/18/2017	5/1/2018
Unipharma, LLC	DCARE	(87536336)/ 5531634	7/20/2017	7/31/2018
Unipharma, LLC	UNIPHARMA (LOGO)	(87906418)	5/3/2018	N/A.