

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avion Pharmaceuticals, LLC		12/27/2018	Limited Liability Company:
Acella Pharmaceuticals, LLC		12/27/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative agent		
Street Address:	3290 Northside Parkway		
Internal Address:	7th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30327		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 78			
Property Type	Number	Word Mark	
Serial Number:	87004064	FANESSA	
Serial Number:	87004081	FEMESSA	
Serial Number:	88235339	KEROL	
Registration Number:	4956015	PRENATE RESTORE	
Registration Number:	4978147	PRENATE CHEWABLE	
Registration Number:	4956014	PRENATE STAR	
Registration Number:	4956013	PRENATE PIXIE	
Registration Number:	4917373	LOUTREX	
Registration Number:	4506061	PRENATE MINI	
Registration Number:	4121648	ZOLAFIN	
Registration Number:	4552100	NICOMIDE	
Serial Number:	85386600	NICOMIDE-T	
Serial Number:	85162672	PRENATE BALANCE	
Registration Number:	4400438	PRENATE ESSENTIAL	
Serial Number:	77893681	XOLAFIN	
Serial Number:	77891667	ACELLA	
Serial Number:	88055278	DELIVERING THE BEST FOR YOUR BABY	

OP \$1965.00 87004064

Property Type	Number	Word Mark
Serial Number:	87255139	NIFEREX GOLD
Serial Number:	87213982	FERIVALATOR
Serial Number:	87315033	REPLENISH + REGENERATE = RENEW
Serial Number:	88235595	FOR EVERY STEP, THERE'S A PRENATE
Serial Number:	87263631	PRIMACARE, DELIVERING THE BEST FOR YOURB
Serial Number:	87917785	ALLIANT
Serial Number:	87779785	
Serial Number:	87779690	BALCOLTRA
Serial Number:	87071819	ALLIANT
Serial Number:	87036665	IRON-HOLIDAY
Serial Number:	87432929	
Registration Number:	5498574	SMALL AND MIGHTY
Serial Number:	87506612	PV TUSSIN
Serial Number:	87255121	NIFEREX 150 FORTE
Serial Number:	87255100	NIFEREX 150
Serial Number:	87255145	CHROMAGEN FORTE
Serial Number:	87238785	TRINSICON
Serial Number:	87716266	PRENATE BALANCE
Registration Number:	5408794	TRIED. TRUE. IMPROVED.
Serial Number:	87314993	EASE NAUSEA FROM AM TO PM
Serial Number:	87255166	CHROMAGEN OB
Serial Number:	87255155	CHROMAGEN FA
Serial Number:	87213991	IRON SMART CARD
Serial Number:	88235648	PREMESIS
Serial Number:	88235495	PRECARE
Registration Number:	5464790	ROSULA
Registration Number:	5464789	RONDEC
Serial Number:	86382935	FOR EVERY START, AND EVERY STEP, THERE'S
Serial Number:	86889944	REPLIVA
Serial Number:	88234123	PRIMACARE
Serial Number:	88234162	NIFEREX
Serial Number:	88234196	CHROMAGEN
Registration Number:	5089391	PRENATE ENHANCE
Registration Number:	5337827	NP THYROID
Registration Number:	5225780	FERIVA 21/7
Registration Number:	5060407	THE MINI WITH THE MAX IN NUTRITION
Registration Number:	4778677	ANA-LEX
Registration Number:	4941839	DISALCID

Property Type	Number	Word Mark
Registration Number:	4622566	FALESSA
Registration Number:	4664770	FERIVAF
Registration Number:	4579923	FERIVA
Registration Number:	4579921	
Serial Number:	86522580	NICOMIDE-T
Serial Number:	86894357	NICOMIDE-T
Serial Number:	86874206	FEXI
Serial Number:	86282529	PRENATE BALANCE
Serial Number:	86161855	FOR EVERY STEP, THERE'S A PRENATE
Serial Number:	86259927	ANALEX
Serial Number:	86161818	THE SMARTER IRON
Registration Number:	3937646	
Registration Number:	3346288	PRENATE DHA
Registration Number:	2592990	NICOMIDE
Registration Number:	3712494	
Registration Number:	3506117	
Registration Number:	3356954	PRENATE DHA RX PRENATAL VITAMIN & DHA
Registration Number:	3101227	PRENATE ELITE
Registration Number:	2850441	PRENATE
Serial Number:	77551442	PRENATE COMPLETE
Registration Number:	2982079	NICOMIDE-T
Serial Number:	85026253	PRENATE ACTIVE
Serial Number:	85026257	

CORRESPONDENCE DATA

Fax Number:

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: 4048156340

Email: sharrison@kilpatricktownsend.com

Correspondent Name: Susan Harrison

Address Line 1: 1100 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Susan Harrison
SIGNATURE:	/s/ Susan Harrison
DATE SIGNED:	01/24/2019

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 27, 2018, is made and entered into by Avion Pharmaceuticals, LLC and Acella Pharmaceuticals, LLC (together, the "Grantor") and CIBC Bank USA in its capacity as administrative agent for each of the Lenders (the "Administrative Agent").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Alora Pharmaceuticals, LLC, a Delaware limited liability company (the "Borrower"), the other loan parties thereto (the "Loan Parties"), the Administrative Agent and the lenders party thereto (the "Lenders"), the Lenders have agreed to make certain loans, extensions of credit and other financial accommodations to the Borrower and the other loan parties;

WHEREAS, the Lenders are willing to make the loans, extensions of credit and other financial accommodations to the Borrower and the other Loan Parties provided for in the Credit Agreement only upon the condition, among others, that the Grantor shall have executed and delivered this Agreement in order to create, establish, reaffirm and perfect the liens, security interests and other encumbrances of the Administrative Agent, on behalf of the Lenders, securing the obligations of the Loan Parties under the Loan Documents pursuant to the terms and conditions of that certain Guaranty and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Borrower, the other Loan Parties and the Administrative Agent;

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:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Credit Agreement or in the other Loan Documents and used herein have the meaning given to them in the Credit Agreement or in such other Loan Document, as applicable.

Section 2. Grant of Security Interest in Trademarks

In furtherance of the liens, security interests and other encumbrances granted to the Administrative Agent, on behalf of the other Lenders, pursuant to the Collateral Agreement, the Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in, to and under the following personal property and other assets, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the "Trademark Collateral") including,

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without limitation, those identified on Schedule I attached hereto and made apart hereof, to secure the prompt and complete payment and performance of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, elements of package, internet domain names, logos and other source identifiers, on a world-wide basis, and the registrations and applications for registration thereof including, but not limited to, the registered trademarks and service marks and the U.S. trademarks and service marks applications set forth on Schedule I hereto and the goodwill of the business symbolized by the foregoing;

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all reissues, reexaminations, adjustment, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;

(d) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to the foregoing, including, without limitation, damages and payments for past and future infringements of the foregoing;

(e) the right to sue for past, present and future infringements, misappropriation, dilution, violation or other impairment thereof and, in each case, all rights to obtain any other intellectual property right ancillary to any trademark of the foregoing;

(f) all rights corresponding to any of the foregoing throughout the world; and

(g) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, confidential or proprietary information, data, databases, data collections, customer lists, credit files, programs, printouts and other computer materials and records, trade secrets or trade secret rights, know-how, operating manuals, research in progress algorithms, data, databases, data collections, designs, processes, procedures, methods, protocols, materials, formulate, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, regulatory filings, submissions and approvals related to any of the foregoing and the results of experimentation and testing.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include United States intent-to-use trademark applications or service mark applications to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such intent-to-use trademark application or service mark application under applicable law; provided that upon submission and acceptance by the USPTO of an amendment to allege pursuant to 15 U.S.C. Section 1060(a) or any successor provision), such intent-to-use trademark application or service mark application shall be considered Trademark Collateral.

Section 3. Security Agreement

The security interests granted and reaffirmed pursuant to this Agreement are granted and reaffirmed in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the

Trademark Collateral granted and reaffirmed 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the Administrative Agent shall determine, in its discretion, which terms shall control.

Section 4. GOVERNING LAW

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 5. Authorization to Supplement

If the Grantor shall obtain rights to any Trademark Collateral after the date hereof, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks, trademark applications or related renewals or extensions of the same. Without limiting each Grantors obligations under this Section, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include such new Trademark Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

Section 6. 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic image scan transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. The Administrative Agent may also require that any such documents and signatures delivered by facsimile or by other electronic image scan transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic image scan transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

AVION PHARMACEUTICALS, LLC, a
Delaware limited liability company

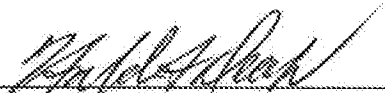
By: 
Name: Harold A. Deas, Jr.
Title: Chief Executive Officer

(Signature to Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

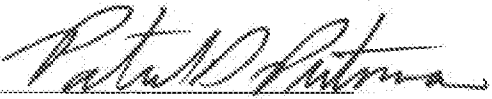
ACELLA PHARMACEUTICALS, LLC,
a Delaware limited liability company

By: 
Name: Harold A. Deas, Jr.
Title: Chief Executive Officer

(Signature to Trademark Security Agreement)

ACCEPTED AND AGREED
as of the date first above written:

CIBC BANK USA,
as Administrative Agent

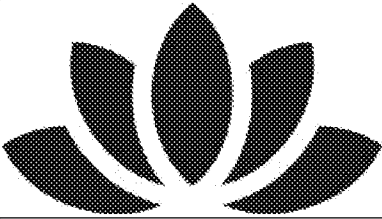
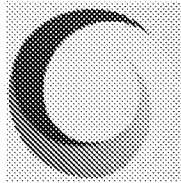
By: 
Name: Patrick D. Putman
Title: Managing Director and Head of Southeast
Commercial Banking

(Signature Page to Intellectual Property Agreement (Trademarks))

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Owner	Mark	Serial No. / Registration No.	Filing Date / Registration Date	Status
Acella Pharmaceuticals, LLC	FANESSA	87004064 N/A	4/18/2016 N/A	Lapsed
Acella Pharmaceuticals, LLC	FEMESSA	87004081 N/A	4/18/2016 N/A	Lapsed
Avion Pharmaceuticals, LLC	KEROL	88235339 N/A	12/19/2018 N/A	Live
Avion Pharmaceuticals, LLC	PRENATE RESTORE	86818449 4956015	11/12/2015 5/10/2016	Live
Avion Pharmaceuticals, LLC	PRENATE CHEWABLE	86818369 4978147	11/12/2015 6/14/2016	Live
Avion Pharmaceuticals, LLC	PRENATE STAR	86818327 4956014	11/12/2015 5/10/2016	Live
Avion Pharmaceuticals, LLC	PRENATE PIXIE	86818297 4956013	11/12/2015 5/10/2016	Live
Avion Pharmaceuticals, LLC	LOUTREX	86502927 4917373	1/14/2015 3/15/2016	Live
Avion Pharmaceuticals, LLC	PRENATE MINI	85626593 4506061	5/16/2012 4/1/2014	Live

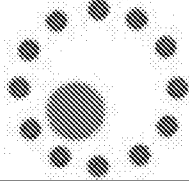

Owner	Mark	Serial No. / Registration No.	Filing Date / Registration Date	Status
Avion Pharmaceuticals, LLC	ZOLAFIN	85399583 4121648	8/16/2011 4/3/2012	Live
Avion Pharmaceuticals, LLC	NICOMIDE	85386597 4552100	8/2/2011 6/17/2014	Live
Acella Pharmaceuticals, LLC	NICOMIDE-T	85386600 N/A	8/2/2011 N/A	Lapsed
Avion Pharmaceuticals, LLC	PRENATE BALANCE	85162672 N/A	10/27/2010 N/A	Lapsed
Avion Pharmaceuticals, LLC	PRENATE ESSENTIAL	77934247 4400438	2/12/2010 9/10/2013	Live
Acella Pharmaceuticals, LLC	Xolafin	77893681 N/A	12/15/2009 N/A	Lapsed
Acella Pharmaceuticals, LLC	Acella	77891667 N/A	12/11/2009 N/A	Lapsed
Avion Pharmaceuticals, LLC	DELIVERING THE BEST FOR YOUR BABY	88055278 N/A	7/27/2018 N/A	Live
Avion Pharmaceuticals, LLC	Niferex Gold	87255139 N/A	12/2/2016 N/A	Live
Avion Pharmaceuticals, LLC	FERIVALATOR	87213982 N/A	10/24/2016 N/A	Live




Owner	Mark	Serial No. / Registration No.	Filing Date / Registration Date	Status
Avion Pharmaceuticals, LLC	REPLENISH + REGENERATE = RENEW	87315033 N/A	1/26/2017 N/A	Lapsed
Avion Pharmaceuticals, LLC	FOR EVERY STEP, THERE'S A PRENATE	88235595 N/A	12/19/2018 N/A	Live
Avion Pharmaceuticals, LLC	PRIMACARE, DELIVERING THE BEST FOR YOUR BABY	87263631 N/A	12/9/2016 N/A	Lapsed
Avion Pharmaceuticals, LLC	ALLIANT	87917785 N/A	5/11/2018 N/A	Live
Avion Pharmaceuticals, LLC		87779785 5547580	2/1/2018 8/21/2018	Live
Avion Pharmaceuticals, LLC	BALCOLTRA	87779690 5547579	2/1/2018 8/21/2018	Live
Avion Pharmaceuticals, LLC	ALLIANT	87071819 N/A	6/15/2016 N/A	Lapsed
Avion Pharmaceuticals, LLC	IRON-HOLIDAY	87036665 N/A	5/13/2016 N/A	Live
Avion Pharmaceuticals, LLC		87432929 5495287	5/2/2017 6/19/2018	Live



Owner	Mark	Serial No. / Registration No.	Filing Date / Registration Date	Status
Avion Pharmaceuticals, LLC	SMALL AND MIGHTY	87189844 5498574	9/30/2016 6/19/2018	Live
Avion Pharmaceuticals, LLC	PV TUSSIN	87506612 N/A	6/27/2017 N/A	Live
Avion Pharmaceuticals, LLC	Niferex 150 Forte	87255121 N/A	12/2/2016 N/A	Lapsed
Avion Pharmaceuticals, LLC	Niferex 150	87255100 N/A	12/2/2016 N/A	Lapsed
Avion Pharmaceuticals, LLC	Chromagen Forte	87255145 N/A	12/2/2016 N/A	Lapsed
Avion Pharmaceuticals, LLC	TRINSICON	87238785 N/A	11/16/2016 N/A	Live
Avion Pharmaceuticals, LLC	PRENATE BALANCE	87716266 N/A	12/11/2017 N/A	Live
Avion Pharmaceuticals, LLC	TRIED. TRUE. IMPROVED.	87315022 5408794	1/26/2017 2/20/2018	Live
Avion Pharmaceuticals, LLC	EASE NAUSEA FROM AM TO PM	87314993 N/A	1/26/2017 N/A	Live
Avion Pharmaceuticals, LLC	Chromagen OB	87255166 N/A	12/2/2016 N/A	Live

Owner	Mark	Serial No. / Registration No.	Filing Date / Registration Date	Status
Avion Pharmaceuticals, LLC	Chromagen FA	87255155 N/A	12/2/2016 N/A	Live
Avion Pharmaceuticals, LLC	IRON SMART CARD	87213991 N/A	10/24/2016 N/A	Lapsed
Avion Pharmaceuticals, LLC	PREMESIS	88235648 N/A	12/19/2018 N/A	Live
Avion Pharmaceuticals, LLC	PRECARE	88235495 N/A	12/19/2018 N/A	Live
Avion Pharmaceuticals, LLC	ROSULA	86340441 5464790	7/17/2014 5/8/2018	Live
Avion Pharmaceuticals, LLC	RONDEC	86340387 5464789	7/17/2014 5/8/2018	Live
Avion Pharmaceuticals, LLC	FOR EVERY START, AND EVERY STEP, THERE'S A PRENATE.	86382935 N/A	9/2/2014 N/A	Lapsed
Avion Pharmaceuticals, LLC	REPLIVA	86889944 N/A	1/28/2016 N/A	Lapsed
Avion Pharmaceuticals, LLC	PRIMACARE	88234123 N/A	12/18/2018 N/A	Live
Avion Pharmaceuticals, LLC	NIFEREX	88234162 N/A	12/18/2018 N/A	Live

Owner	Mark	Serial No. / Registration No.	Filing Date / Registration Date	Status
Avion Pharmaceuticals, LLC	CHROMAGEN	88234196 N/A	12/18/2018 N/A	Live
Avion Pharmaceuticals, LLC	PRENATE ENHANCE	86818419 5089391	11/12/2015 11/29/2016	Live
Avion Pharmaceuticals, LLC	NP THYROID	86765674 5337827	9/23/2015 11/21/2017	Live
Avion Pharmaceuticals, LLC	FERIVA 21/7	86765594 5225780	9/23/2015 6/20/2017	Live
Avion Pharmaceuticals, LLC	THE MINI WITH THE MAX IN NUTRITION	86604868 5060407	4/21/2015 10/11/2016	Live
Avion Pharmaceuticals, LLC	ANA-LEX	86304563 4778677	6/9/2014 7/21/2015	Live
Avion Pharmaceuticals, LLC	DISALCID	86171696 4941839	1/22/2014 4/19/2016	Live
Avion Pharmaceuticals, LLC	FALESSA	86161845 4622566	1/9/2014 10/14/2014	Live
Avion Pharmaceuticals, LLC	FERIVAF A	86161840 4664770	1/9/2014 12/30/2014	Live
Avion Pharmaceuticals, LLC	FERIVA	86161829 4579923	1/9/2014 8/5/2014	Live

Owner	Mark	Serial No. / Registration No.	Filing Date / Registration Date	Status
Avion Pharmaceuticals, LLC		86161807 4579921	1/9/2014 8/5/2014	Live
Avion Pharmaceuticals, LLC	NICOMIDE-T	86522580 N/A	2/3/2015 N/A	Lapsed
Avion Pharmaceuticals, LLC	NICOMIDE-T	86894357 N/A	2/2/2016 N/A	Lapsed
Avion Pharmaceuticals, LLC	FEXI	86874206 N/A	1/13/2016 N/A	Lapsed
Avion Pharmaceuticals, LLC	PRENATE BALANCE	86282529 N/A	5/15/2014 N/A	Lapsed
Avion Pharmaceuticals, LLC	FOR EVERY STEP, THERE'S A PRENATE	86161855 N/A	1/9/2014 N/A	Lapsed
Avion Pharmaceuticals, LLC	ANALEX	86259927 N/A	4/23/2014 N/A	Lapsed
Avion Pharmaceuticals, LLC	THE SMARTER IRON	86161818 N/A	1/9/2014 N/A	Lapsed
Avion Pharmaceuticals, LLC		85094084 3937646	7/27/2010 3/29/2011	Lapsed

Owner	Mark	Serial No. / Registration No.	Filing Date / Registration Date	Status
Avion Pharmaceuticals, LLC	PRENATE DHA	78948281 3346288	8/9/2006 11/27/2007	Live
Avion Pharmaceuticals, LLC	NICOMIDE	78020079 2592990	8/8/2000 7/9/2002	Live
Avion Pharmaceuticals, LLC		77202473 3712494	6/11/2007 11/17/2009	Live
Avion Pharmaceuticals, LLC		77202470 3506117	6/11/2007 9/23/2008	Live
Avion Pharmaceuticals, LLC		77068029 3356954	12/20/2006 12/18/2007	Live
Avion Pharmaceuticals, LLC	PRENATE ELITE	76572555 3101227	1/27/2004 9/27/2005	Live
Avion Pharmaceuticals, LLC	PRENATE	76501608 2850441	3/28/2003 6/8/2004	Live
Acella Pharmaceuticals, LLC	PRENATE COMPLETE	77551442	8/20/2008	Lapsed
Acella Pharmaceuticals, LLC	NICOMIDE-T	78328165 2982079	11/14/2003 2/8/2005	Lapsed

Owner	Mark	Serial No. / Registration No.	Filing Date / Registration Date	Status
Acella Pharmaceuticals, LLC		85026253	4/29/2010	Lapsed
Acella Pharmaceuticals, LLC		85026257	4/29/2010	Lapsed