

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522285

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NALPROPION PHARMACEUTICALS, INC.		04/29/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL AGENT		
<b>Street Address:</b>	500 Delaware Avenue, 11th Floor		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5586961	GET CONTRAVE NOW	
<b>Serial Number:</b>	87307659	GCN	
<b>Serial Number:</b>	88044499	NALPROPION PHARMACEUTICALS	
<b>Serial Number:</b>	88002407	NALPROPION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178568201		
<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>			
<b>Phone:</b>	617-856-8145		
<b>Email:</b>	ip@brownrudnick.com		
<b>Correspondent Name:</b>	BROWN RUDNICK LLP		
<b>Address Line 1:</b>	ONE FINANCIAL CENTER		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	35177/1		
<b>NAME OF SUBMITTER:</b>	Mark S. Leonardo		
<b>SIGNATURE:</b>	/MARK S. LEONARDO/		
<b>DATE SIGNED:</b>	05/06/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 29, 2019, 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 entered 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 entered 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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

GRANTORS:

NALPROPION PHARMACEUTICALS, INC.

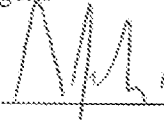
By: *Kristopher L. Hanson*

Name: Kristopher L. Hanson

Title: Vice President and Assistant General  
Counsel

AGENT:

WILMINGTON SAVINGS FUND SOCIETY,  
FSB, as Agent


By:  \_\_\_\_\_

Name:

Title:

**Geoffrey J. Lewis**  
**Vice President**

**SCHEDULE A**

Case No.	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.391T	GET CONTRAVE NOW	87/301,815 01/13/17	5586961 10/16/18	5, 44
OREX.396T	GCN	87/307,659 01/19/17		Withdrawn
		88044499 7/19/2018		5
	NALPROPION	88002407 6/5/2018		5