

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530173

<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>
John Schutte		06/28/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABUSE Deterrent Pharmaceuticals, LLC		
<b>Street Address:</b>	333 E. Main Street, Suite 220		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40202		
<b>Entity Type:</b>	Limited Liability Company: KENTUCKY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3114970	ACURA PHARMACEUTICALS	
<b>Registration Number:</b>	4847742	OXAYDO	
<b>Registration Number:</b>	4151083	NEXAFED	
<b>Registration Number:</b>	4289295	IMPEDE	
<b>Registration Number:</b>	3059542	AVERSION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025890309		
<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>	5025627355		
<b>Email:</b>	lminton@wyattfirm.com		
<b>Correspondent Name:</b>	Stephen c. Hall		
<b>Address Line 1:</b>	Wyatt, Tarrant & Combs, LLP		
<b>Address Line 2:</b>	500 West Jefferson Street, Suite 2800		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Stephen C. Hall, Ky. Bar Member		
<b>SIGNATURE:</b>	/Stephen C. Hall/		
<b>DATE SIGNED:</b>	07/02/2019		
<b>Total Attachments: 7</b>			

CH \$140.00 3114970

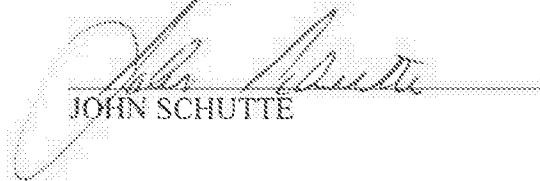
source=618382\_1\_security\_agreement#page1.tif  
source=618382\_1\_security\_agreement#page2.tif  
source=618382\_1\_security\_agreement#page3.tif  
source=618382\_1\_security\_agreement#page4.tif  
source=618382\_1\_security\_agreement#page5.tif  
source=618382\_1\_security\_agreement#page6.tif  
source=618382\_1\_security\_agreement#page7.tif

**Assignment of Promissory Note, Warrant and Security Agreement**

For value received, John Schutte ("Assignor") hereby assigns and transfers to Abuse Deterrent Pharma, LLC, a Kentucky limited liability company ("Assignee"), all of the Assignor's right, title and interest in and to (i) that certain Amended, Consolidated and Restated Convertible Secured Promissory Note (the "Note") dated June 28, 2019 made and delivered by Acura Pharmaceuticals, Inc., a New York corporation (the "Company"), to Assignor in the aggregate principal sum of SIX MILLION DOLLARS (\$6,000,000), (ii) that certain Warrant to purchase common stock dated June 28, 2019 made and delivered by the Company to Assignor, and (iii) that certain Security Agreement dated June 28, 2019 made by the Company in favor of Assignor, each without recourse or any warranty.

Dated: June 28, 2019

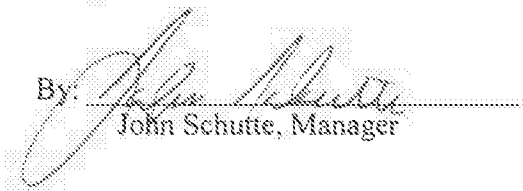
ASSIGNOR:

  
JOHN SCHUTTE

BY ITS EXECUTION BELOW, AND FOR THE BENEFIT OF THE COMPANY, ASSIGNEE HEREBY MAKES EACH OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8 OF THE NOTE AND AGREES TO ALL OTHER PROVISIONS OF THE NOTE AND SECURITY AGREEMENT AS OF THE DATE HEREOF.

ASSIGNEE:

ABUSE DETERRENT PHARMA, LLC

By:   
John Schutte, Manager

BY ITS EXECUTION BELOW, ACURA PHARMACEUTICALS, INC. HEREBY ACKNOWLEDGES, AGREES AND CONSENTS TO THIS ASSIGNMENT:

ACURA PHARMACEUTICALS, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Assignment of Promissory Note, Warrant and Security Agreement**

For value received, John Schutte ("Assignor") hereby assigns and transfers to Abuse Deterrent Pharma, LLC, a Kentucky limited liability company ("Assignee"), all of the Assignor's right, title and interest in and to (i) that certain Amended, Consolidated and Restated Convertible Secured Promissory Note (the "Note") dated June 28, 2019 made and delivered by Acura Pharmaceuticals, Inc., a New York corporation (the "Company"), to Assignor in the aggregate principal sum of **SIX MILLION DOLLARS (\$6,000,000)**, (ii) that certain Warrant to purchase common stock dated June 28, 2019 made and delivered by the Company to Assignor, and (iii) that certain Security Agreement dated June 28, 2019 made by the Company in favor of Assignor, each without recourse or any warranty.

Dated: June 28, 2019

ASSIGNOR:

\_\_\_\_\_  
JOHN SCHUTTE

BY ITS EXECUTION BELOW, AND FOR THE BENEFIT OF THE COMPANY, ASSIGNEE HEREBY MAKES EACH OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8 OF THE NOTE AND AGREES TO ALL OTHER PROVISIONS OF THE NOTE AND SECURITY AGREEMENT AS OF THE DATE HEREOF.

ASSIGNEE:

ABUSE DETERRENT PHARMA, LLC

By: \_\_\_\_\_  
John Schutte, Manager

BY ITS EXECUTION BELOW, ACURA PHARMACEUTICALS, INC. HEREBY ACKNOWLEDGES, AGREES AND CONSENTS TO THIS ASSIGNMENT:

ACURA PHARMACEUTICALS, INC.

By: *Peter A. Clemeas*

Name: *Peter A. Clemeas*

Title: *Sr. VP & CFO*

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS AND TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (the "Confirmatory Grant") is made effective as of June 28, 2019 by and from ACURA PHARMACEUTICALS, INC., a New York corporation with offices located at 616 N. North Court, Suite 120, Palatine, Illinois (the "Grantor"), to and in favor of JOHN SCHUTTE c/o MainPointe Pharmaceuticals, LLC, 333 E. Main Street, Suite 200, Louisville, KY 40202 (the "Grantee").

WHEREAS, the Grantor and Grantee have entered into a Security Agreement dated June 28, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents and trademarks listed on Exhibit A attached hereto, all of which are issued, pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the patents and trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to the patents and trademarks listed on Exhibit A, including without limitation all proceeds and products of the patents and trademarks, all licenses thereto, the goodwill associated with such trademarks, and all causes of action arising prior to or after the date hereof for infringement of the patents and/or trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

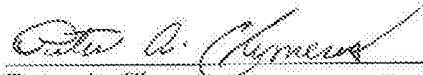
4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Kentucky.

\*\*\*\*\*

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Patents and Trademarks effective as of the date first written above.

ACURA PHARMACEUTICALS, INC.

By:



Name: Peter A. Clemens

Title: Senior Vice President & CFO

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS AND TRADEMARKS

**Exhibit A**

SCHEDULE OF PATENTS AND PATENT LICENSES

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods and compositions for deterring abuse of opioid containing dosage forms	US 7,201,920 US 7,476,402 US 7,510,726 US 7,981,439 US 8,409,616 US 8,822,489 US 8,637,540 US 9,492,443 AU 2004294953 AU 2010200979 CA 2,547,334 IL 175863 IL 221018  US 15/725,738 AU 2010200979 AU 2013206525 EP 04812083.6 EP 11158284.7 HK 12106471.1	4/10/2007 1/13/2009 3/31/2009 7/19/2011 4/2/2013 7/24/2014 1/28/2014 11/15/2016 4/1/2010 11/23/2004 8/10/2010 11/23/2004 11/23/2004  11/7/2016 3/15/2010 11/23/2004 11/23/2004 11/23/2011 11/23/2004
Process to manufacture oxycodone	US 6,864,370	3/8/2005
Process for manufacturing thebaine	US 6,790,959	9/14/2004
Process for manufacturing codeine	US 6,972,332	12/6/2005
Process for manufacturing codeine	US 6,949,645	9/27/2005
Process for preparing dihydrocodeine from codeine	US 6,887,999	5/3/2005
Preparation of opioid analgesics by a one-pot process	US 6,946,556	9/20/2005
Preparation of oxycodone	US 7,071,336	7/4/2006
Preparation of a 4,5-epoxymorphinan	US 7,348,430	3/25/2008
Methods and compositions for deterring abuse	US 8,901,113 US 9,757,466 US 10,155,044 AU 2010300641 AU 2016204065 CA 2,775,890 EP 2,488,029	12/2/2104 9/12/2017 12/18/2018 6/3/2016 9/29/2018 6/21/2016 3/23/2016

	HK 13102020.5 IL 218533	10/14/2016 9/29/2016
	US 14/552,067 US 15/426,296 CA 2,775,890 AU 2016204065 EP 16161681.8 HK 13102020.5 IL 245734	11/24/2014 2/27/2017 9/29/2010 9/29/2010 9/29/2010 9/29/2010 9/29/2010
Methods and compositions for self-regulated release of active pharmaceutical ingredient	US 9,101,636 US 9,320,796 US 9,662,293 CA 2,892,908 JP 5,922,851	8/11/2015 4/26/2016 5/8/2017 4/12/2016 4/22/2016
	US 15/588,982 WO PCT/US13/72249 RU 2015124694 CN 2014/085599 EP 2,925,304 AU 2013/302162	5/8/2017 11/27/2013 6/23/2015 11/27/2013 11/27/2013 11/27/2013
Methods and Compositions for Deterring Abuse	IL 242880	7/2/2014
Methods and compositions for interfering with extraction or conversion of a drug susceptible to abuse	US 10,004,699	6/26/2018
	US 14/734,364 CA 2,951,563 AU 2015274936 EP 15807096.1 CH 201580030318.7	6/9/2015 6/9/2015 6/9/2015 6/9/2015 6/9/2015
Methods and compositions for self-regulated release of active pharmaceutical	US 15/252,760	8/31/2016
Methods and compositions of self-regulating the conversion of pro-drugs to active pharmaceutical ingredients <sup>22</sup>	US 15/331,643	10/21/2016
Methods and compositions for self-regulated release of active pharmaceutical	US 18/25449	8/11/2017

SCHEDULE OF TRADEMARKS AND TRADEMARK LICENSES

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US- ACURA PHARMACEUTICALS	3114970	7/11/2006



US- OXAYDO	4847742	11/3/2015
US- NEXAFED	4151083	4/24/2012
US- IMPEDE	4289295	2/12/2013
US- AVERSION	3059542	2/14/2006
MEX- ACURACET*	1087322	2/26/2009
MEX- IMPEDE*	1130279	11/13/2009
MEX- ACUROX*	1070309	11/4/2008
MEX- AVERSION*	1182320 1087323	9/30/2010 2/26/2009
MEX- VYCAVERT*	1109785	7/9/2009
CAN- ACUROX*	757997	2/17/2010
CAN- VYCAVERT*	825294	6/1/2012

\* Agents have been instructed abandon these Marks upon renewal.

61851726.1