

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543174

<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>
VIVUS, INC.		09/30/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	One Federal Street, 3rd Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87954646	VIVUS	
<b>Registration Number:</b>	5012894	SMART CHANGES	
<b>Registration Number:</b>	4295224	QSYMIA	
<b>Registration Number:</b>	4250766	Q	
<b>Registration Number:</b>	4533781	VIVUS	
<b>Registration Number:</b>	4533782	V VIVUS	
<b>Registration Number:</b>	2239364	VIVUS	
<b>Registration Number:</b>	2027362	VIVUS	
<b>Registration Number:</b>	1116815	PANCREASE	
<b>Registration Number:</b>	4378551	Q AND ME	
<b>Registration Number:</b>	3887562	PANCREAZE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	858-509-4071		
<b>Email:</b>	sdipdocket@pillsburylaw.com		
<b>Correspondent Name:</b>	Michelle L. Mehok		
<b>Address Line 1:</b>	12255 El Camino, Suite 300		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		

CH \$290.00 87954646

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	29984-0000001
<b>NAME OF SUBMITTER:</b>	Michelle L. Mehok
<b>SIGNATURE:</b>	/michelle mehok/
<b>DATE SIGNED:</b>	09/30/2019

**Total Attachments: 12**

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## TRADEMARK COLLATERAL AGREEMENT

This **TRADEMARK COLLATERAL AGREEMENT** dated as of September 30, 2019 (this "Agreement") by and between **VIVUS, INC.**, a Delaware corporation with an address at 900 East Hamilton Avenue, Suite 550, Campbell, California 95008 (the "Grantor"), and **U.S. BANK NATIONAL ASSOCIATION**, in its capacity as collateral agent, with an address at One Federal Street, 3rd Floor, Boston, Massachusetts 02110 (and its successors under the Indenture (as defined below), in such capacity, the "Collateral Agent").

### PRELIMINARY STATEMENT

WHEREAS the Grantor entered into that certain Indenture dated as of June 8, 2018 (as amended by the First Supplemental Indenture dated as of October 11, 2018, as further amended by the Second Supplemental Indenture dated as of the date hereof, and as may be further amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the "Indenture") with U.S. Bank National Association, in its capacity as Trustee with an address at One Federal Street, 3rd Floor, Boston, Massachusetts 02110 (and its successors under the Indenture, in such capacity, the "Trustee") and the Collateral Agent;

WHEREAS, as a condition to the issuance by the Grantor of its 10.375% Senior Secured Notes due 2024, the Grantor entered into that certain Collateral Agreement dated as of June 8, 2018 (as amended by Amendment No. 1 to Collateral Agreement dated as of July 6, 2018, Amendment No. 2 to Collateral Agreement dated as of October 11, 2018, Amendment No. 3 to Collateral Agreement dated as of December 7, 2018, Amendment No. 4 to Collateral Agreement dated as of March 20, 2019 and Amendment No. 5 to Collateral Agreement dated as of June 5, 2019, as reaffirmed pursuant to the Reaffirmation of Collateral Agreement dated as of the date hereof and as may be further amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement") with the Collateral Agent and the Trustee; and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the effectiveness of that certain Waiver dated as of September 30, 2019, executed by Athyrium Opportunities II Acquisition LP and Athyrium Opportunities III Co-Invest 1 LP, as consenting parties, and acknowledged, accepted and agreed by the Grantor, the Collateral Agent and the Trustee (the "Waiver").

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 only to Liens described in clauses (1), (2), (3) and (18) of the definition of

“Permitted Liens” in the Indenture) 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 the trademark registrations and applications 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 (collectively, 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 the Obligations. This Agreement and the lien and security interest created hereby secures the timely 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 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 Law (as defined in the Indenture) (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 with respect to the subject matter hereof, this Agreement shall control.

V. SUPPLEMENTS TO SCHEDULE I. The Grantor hereby agrees that, should it obtain an ownership or other interest in any Material Intellectual Property (as defined in the Indenture) consisting of trademarks after the date hereof (the “After-Acquired Trademark Property”), (i) the provisions of this Agreement shall automatically apply thereto, (ii) any such After-Acquired Trademark Property shall automatically become part of the Trademark Collateral subject to the terms and conditions of this Agreement with respect thereto and (iii) it shall sign and deliver to the Collateral Agent an appropriate supplement to Schedule I, reasonably

satisfactory to the Collateral Agent, and related grant of security interest with respect to such After-Acquired Trademark Property on or before the date on which financial statements for the fiscal quarter in which the foregoing occurred are required to be delivered under the Indenture or, solely in the case of the last fiscal quarter of any fiscal year, on or before the date that is 60 days after the end of such fiscal quarter (or such longer period as the Collateral Agent may agree in its reasonable discretion).

VI. RECORDATION. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests the Commissioner for Trademarks and any other applicable government officer to record this Agreement and any supplement to Schedule I and related grant of security interest with respect to such After-Acquired Trademark Property.

VII. 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.

VIII. 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 Article V of 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.

IX. SECURITY DOCUMENT. This Agreement is a Security Document under the Indenture.

X. 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.

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

XII. ENTIRE AGREEMENT. This Agreement, together with the Collateral Agreement, the Guarantees (as defined in the Indenture), the other Security Documents and the Waiver, 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.

XIII. 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.

XIV. 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.

XV. GOVERNING LAW. **A. 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.**

**B. EACH PARTY HERETO HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS OF COMPETENT JURISDICTION IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK IN ANY SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.1 OF THE COLLATERAL AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.**

[signature page follows]

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

**VIVUS, INC.**

DocuSigned by:

By: John Amos

Name: John P. Amos

Title: Chief Executive Officer


ACCEPTED AND ACKNOWLEDGED BY:

**U.S. BANK NATIONAL ASSOCIATION,**

as Collateral Agent

One Federal Street, 3rd Floor

Boston, Massachusetts 02110

By: 

Name: Alison D.B. Nadeau


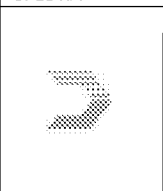

Title: Vice President

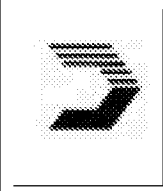

[Signature Page to Trademark Collateral Agreement]

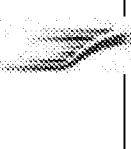
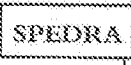
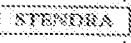


**TRADEMARK**  
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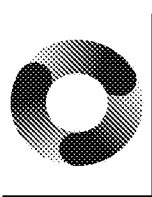
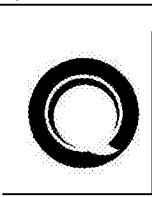

**Schedule I**  
to  
**TRADEMARK COLLATERAL AGREEMENT**

Applicant	Trademark	Country	Application Date	Application Number	Registration Date	Registration Number
Vivus, Inc.	SPEDRA	Albania	4/19/2012	2017/883	5/4/2018	18528
Vivus, Inc.	SPEDRA	Algeria	6/18/2013	132316	6/18/2013	85610
Vivus, Inc.	QSYMIA	Algeria	2/14/2013	130572	2/14/2013	84535
Vivus, Inc.	STENDRA	Algeria	2/14/2013	130571	2/14/2013	88520
Vivus, Inc.		Andorra	11/14/2013	32632	11/14/2013	32632
VIVUS, INC INC	SPEDRA	Andorra	11/14/2013	32633	11/14/2013	32633
VIVUS INC.	SPEDRA	Argentina	5/8/2015	3408270	11/1/2016	2849647
Vivus, Inc.	QSYMIA	Argentina	12/7/2012	3213496	2/17/2014	2632447
Vivus, Inc.	Q AND ME	Argentina	11/13/2012	3206347	1/20/2014	2627116
Vivus, Inc.	STENDRA	Argentina	9/6/2012	3189354	11/22/2013	2613893
Vivus, Inc.	SPEDRA	Australia	4/19/2012	1498960	4/19/2012	1498960
Vivus, Inc.	QSIVA	Australia	4/6/2012	1509870	4/6/2012	1509870
Vivus Inc	VIVUS	Australia	1/31/1996	701451	1/31/1996	701451
Vivus, Inc.	VIVUS	Benelux	12/30/1993	808721	12/30/1993	R 548807
Vivus, Inc.	SPEDRA	Bosnia-Herzegovina	10/18/2017	2017/001720510		
Vivus, Inc.	SPEDRA	Brazil	5/12/2015	909363250	10/3/2017	909363250
Vivus, Inc.		Brazil	12/9/2014	908728875	5/30/2017	908728875
Vivus, Inc.		Brazil	12/9/2014	908728930	5/30/2017	908728930
Vivus, Inc.	QSYMIA	Brazil	12/11/2012	840360410	11/17/2015	840360410
Vivus, Inc.	Q AND ME	Brazil	11/13/2012	840330782	9/15/2015	840330782
Vivus, Inc.	STENDRA	Brazil	9/10/2012	840259441	8/11/2015	840259441
Vivus, Inc.	VIVUS	Brazil	12/10/2009	902186337	7/8/2014	902186337
Vivus, Inc.	VIVUS	Brazil	6/7/1996	819315842	9/10/2002	819315842
VIVUS	MUSE	Cambodia	1/26/1997			8598
VIVUS	VIVUS	Cambodia	1/22/1997			8599
Vivus, Inc.	VIVUS	Canada	6/8/2018	1903488		
Vivus, Inc.	QSYMIA	Canada	12/13/2012	1606513	8/19/2019	TMA1049808
Vivus, Inc.	Q AND ME	Canada	11/13/2012	1602057	10/15/2014	TMA888081
Vivus, Inc.	VIVUS	Canada	12/9/2009	1462289	8/13/2015	TMA911186
Vivus, Inc.	VIVUS	Canada	1/29/1996	0802813	11/30/1998	TMA504804
Vivus, Inc.	PANCREASE	Canada	4/24/1978	423817	12/5/1980	TMA253548
Vivus, Inc.	STENDRA	Chile	4/5/2013	1052848	11/26/2014	1139476
Vivus, Inc.	QSYMIA	China	5/19/2015	16980893	7/21/2016	16980893

c	Trademark	Country	Application Date	Application Number	Registration Date	Registration Number
Vivus, Inc.	QSIVA	China	4/6/2012	19278736	9/14/2016	19278736
Vivus Inc.		Colombia	11/21/2014	14257000	7/31/2015	521955
Vivus, Inc.	QSYMIA	Colombia	12/14/2012	13024699	11/14/2013	482267
Vivus, Inc.	Q AND ME	Colombia	11/13/2012	13100355	10/22/2013	481643
Vivus, Inc.	VIVUS	Colombia	6/25/1996	96033139	2/26/2004	280274
Vivus, Inc.	SPEDRA	Croatia	4/19/2012	Z20171180A	4/19/2012	Z20171180
Vivus Inc.	SPEDRA	Egypt	10/30/2017	0359387		
Vivus	ALIBRA	Egypt	9/14/1998	117861		
Vivus	ALIBRA	Egypt	9/14/1998	117862		
VIVUS	ALIBRA	El Salvador	9/17/1998	1998005591		
VIVUS	ALIBRA	El Salvador	9/17/1998	1998005592		
VIVUS INC.	VIVUS	El Salvador	9/12/1996	51000165		
Vivus, Inc.		Europe	11/14/2013	12312351	4/14/2014	12312351
Vivus, Inc.	QSYMIA	Europe	12/7/2012	11405198	5/3/2013	11405198
Vivus, Inc.	Q AND ME	Europe	11/13/2012	11341542	7/23/2013	11341542
Vivus, Inc.	STENDRA	Europe	9/6/2012	11165982	8/31/2013	11165982
Vivus, Inc.	SPEDRA	Europe	5/29/2012	10919041	10/10/2012	10919041
Vivus, Inc.	QSIVA	Europe	6/9/2011	10034155	10/19/2011	10034155
Vivus, Inc.	VIVUS	Europe	4/1/1996	000020206	1/22/2001	000020206
Vivus, Inc.	VIVUS	Guatemala	6/27/1996	1996004956	3/23/1998	89341
VIVUS	MUSE	Haiti	1/6/1999	1999-14-U		
VIVUS	ALIBRA	Honduras	8/10/1998	98009832		
VIVUS INC.	MUSE	Honduras	10/4/1996	96010554		
VIVUS INC.	VIVUS	Honduras	10/4/1996	96010555		
Vivus, Inc.	SPEDRA	Hong Kong	4/30/2014	302980549	4/30/2014	302980549
Vivus, Inc.	STENDRA	Hong Kong	4/30/2014	302980530	4/30/2014	302980530
Vivus, Inc.	VIVUS	Hong Kong	2/3/1996	199708372	2/3/1996	199708372
Vivus, Inc.	SPEDRA	Iceland	4/19/2012	V0106425	11/30/2017	V0106425
Vivus, Inc.	VIVUS	Iceland	4/11/1996	454/1996	9/26/1996	986/1996
Vivus, Inc.	QSYMIA	India	12/7/2012	2439370	12/7/2012	2439370
Vivus, Inc.	Q AND ME	India	11/15/2012	2427816	11/15/2012	2427816
Vivus, Inc.	STENDRA	India	9/5/2012	2390407	9/5/2012	2390407
Vivus, Inc.	SPEDRA	India	4/20/2012	2319226		
Vivus, Inc.	QSIVA	India	4/18/2012	2317326	4/18/2012	2317326
Vivus, Inc.	QNEXA	India	7/14/2010	1993441	7/14/2010	1993441
Vivus, Inc.	QSIVA	Indonesia	5/24/2013	D002013024746	8/20/2015	IDM000491989
Vivus, Inc.	QSYMIA	International Register			12/14/2012	1146156
Vivus, Inc.	Q AND ME	International Register			11/13/2012	1154963
Vivus, Inc.	STENDRA	International Register			9/7/2012	1131863
Vivus, Inc.	QSYMIA qsymia	Iraq	3/7/2018	75817		
Vivus, Inc.	QSIVA	Israel	4/8/2012	245779	4/8/2012	245779
Vivus, Inc.	VIVUS	Israel	12/9/2009	225429	12/9/2009	225429
Vivus, Inc.	VIVUS	Israel	1/26/1996	103065	1/26/1996	103065
Vivus, Inc.	MUSE	Jamaica	1/5/1999	TM5/7163		

c	Trademark	Country	Application Date	Application Number	Registration Date	Registration Number
Vivus, Inc.	VIVUS	Japan	2/13/1997	H09-015494	1/28/2000	4354639
Vivus, Inc.	SPEDRA	Jordan	6/16/2013	JO/T/1/106767	7/20/2014	129946
Vivus, Inc.	STENDRA	Jordan	2/25/2013	JO/T/1/104703	3/25/2014	127909
Vivus, Inc.	QSYMIA	Jordan	2/25/2013	JO/T/1/104702	3/25/2014	127910
Vivus, Inc.	VIVUS	Jordan	3/10/1998	J2/T/1/51173	10/20/1999	50421
VIVUS	ACTIS	Kazakhstan	9/13/1999	14267	1/30/2001	11194
VIVUS	ALIBRA	Kazakhstan	6/23/1998	12168	1/17/2002	12837
Vivus, Inc.		Kosovo	11/14/2013	KS/M/2013/1089	11/10/2015	17709
Vivus, Inc.	SPEDRA	Kosovo	11/14/2013	KS/M/2013/1088	11/10/2015	17711
فيفيوس، إنك.		Kuwait	6/20/2013	141054		
فيفيوس، إنك.		Kuwait	3/10/2013	137985		
VIVUS	ALIBRA	Laos	9/10/1998	6664	9/10/1998	6606
VIVUS	ALIBRA	Laos	9/10/1998	6665	9/10/1998	6607
VIVUS INC.	MUSE	Laos	2/24/1997	5375		5329
VIVUS INC.	VIVUS	Laos	2/24/1997	5376		5330
Vivus Inc.	STENDRA	Lebanon	4/29/2013	149990	4/29/2013	149990
Vivus	MUSE	Lebanon	3/5/2014	152046	3/5/2014	152046
Vivus Inc.	QSYMIA	Lebanon	4/19/2013	149791	4/19/2013	149791
Vivus Inc.	SPEDRA	Lebanon	7/12/2013	152197	7/12/2013	152197
Vivus, Inc.	SPEDRA	Liechtenstein	4/19/2012	2017/911	4/19/2012	18229
Vivus, Inc.	VIVUS	Lithuania	5/27/1996	96-1278	1/25/1999	31217
Vivus, Inc.	VIVUS	Malaysia	3/28/1996	96003175	11/1/1999	96003175
Vivus, Inc.	SPEDRA	Mexico	5/12/2015	1608751	8/3/2015	1559724
Vivus, Inc.		Mexico	11/28/2014	1553793	2/25/2015	1517750
Vivus, Inc.		Mexico	11/28/2014	1553794	3/19/2015	1522614
Vivus, Inc.	QSYMIA	Mexico	12/10/2012	1332688	4/8/2013	1359496
Vivus, Inc.	Q AND ME	Mexico	11/13/2012	1325470	7/22/2013	1384357
Vivus, Inc.	STENDRA	Mexico	9/7/2012	1306941	1/10/2013	1341673
Vivus, Inc.	VIVUS	Mexico	12/9/2009	1053541	9/8/2010	1178085
VIVUS INC.	ALIBRA	Monaco	7/3/1998			19572
Vivus, Inc.	SPEDRA - VER	Montenegro	1/11/2017	2017-428		

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VIVUS, INC	ALIBRA	Morocco	7/6/1998	66648		66648
VIVUS INC	ALIBRA	Morocco	7/3/1998	13836		13836
VIVUS INC	ALIBRA	Morocco	7/3/1998	13837		13837
VIVUS, INC	ALIBRA	Morocco	6/29/1998	66558		66558
Vivus, Inc.	Q AND ME	New Zealand	11/14/2012	968848	5/15/2013	968848
Vivus, Inc.	SPEDRA	New Zealand	5/1/2013	1080073	11/5/2013	1080073
Vivus, Inc.	VIVUS	New Zealand	1/29/1996	258260	4/11/1997	258260
Vivus Inc.	SPEDRA	Nigeria	11/11/2014	F/T/2014/5359	11/11/2014	F/T/2014/5359
Vivus, Inc.	SPEDRA	North Macedonia	10/27/2017	2017/1040	5/22/2018	26088
Vivus, Inc.	SPEDRA	Norway	4/19/2012	201713528	10/22/2012	295184
Vivus Inc	QSIVA	Norway	6/9/2011	201106562	11/7/2011	262372
Vivus, Inc.	VIVUS	Norway	1/29/1996	199600578	2/20/1997	180090
Vivus, Inc.	SPEDRA	OAPI	11/7/2014	3201404015	11/7/2014	81499
VIVUS	ALIBRA	Pakistan	7/1/1998	148798		
VIVUS	ALIBRA	Pakistan	7/1/1998	148799		
VIVUS	MUSE	Pakistan	11/8/1997	144820		
VIVUS	VIVUS	Pakistan	11/8/1997	144821		
Vivus, Inc.	VIVUS	Panama	10/8/1996	83426	10/8/1996	83426
Vivus, Inc.	MUSE	Paraguay	6/13/1996	9611863	6/3/1997	192886
Vivus, Inc.	STENDRA	Peru	8/6/2012	502951-2012	5/6/2013	P00199499
Vivus, Inc.	VIVUS	Peru	6/17/1996	663339-2016	11/27/1996	P00031342
Vivus, Inc.	VIVUS	Peru	6/17/1996	38564-1997	11/27/1996	P00031342
Vivus, Inc.	MUSE	Peru	6/17/1996	13530-1996	7/31/1997	
Vivus, Inc.	VIVUS	Peru	6/17/1996	299668-2006	11/27/1996	P00031342
Vivus, Inc.	MUSE	Peru	6/17/1996	38563-1997	7/31/1997	
Vivus Inc.	SPEDRA	Qatar	6/16/2013	82321		
Vivus Inc.	QSYMIA	Qatar	6/11/2013	82234		
Vivus Inc.	STENDRA	Qatar	6/11/2013	82233		
Vivus Inc.	RAZATUS	Russian Federation	3/14/2019	2019710987		
Vivus Inc.	STENDRA	Russian Federation	6/11/2014	2014719729	7/31/2015	549514
VIVUS	QSIVA	Russian Federation	4/6/2012	2015734207	3/17/2017	609346
Vivus Inc.	SPEDRA	Saudi Arabia	6/17/2013	143410392		
Vivus Inc.	STENDRA	Saudi Arabia	2/16/2013	143404385		
Vivus Inc.	QSYMIA	Saudi Arabia	2/16/2013	143404386		
Vivus, Inc.	ALIBRA	Saudi Arabia		37461901		
Vivus, Inc.	ALIBRA	Saudi Arabia		37461902		
Vivus, Inc.	VIVUS	Saudi Arabia		37480803		
Vivus, Inc.	MUSE	Saudi Arabia		37480807		
VIVUS INC	SPEDRA	Serbia	10/13/2017	2017-1577	3/21/2018	74513
Vivus, Inc.	VIVUS	Singapore	1/29/1996	T9601035Z	1/29/1996	T9601035Z
Vivus Inc.	QSYMIA	South Africa	12/6/2012	2012/33175	7/30/2014	2012/33175
Vivus Inc.	Q AND ME	South Africa	11/13/2012	2012/30752	8/27/2015	2012/30752
Vivus Inc.	STENDRA	South Africa	9/5/2012	2012/24040	6/27/2014	2012/24040
Vivus Inc.	SPEDRA	South Africa	4/23/2012	2012/10394	11/29/2013	2012/10394
Vivus Inc.	QSIVA	South Africa	4/12/2012	2012/09252	11/29/2013	2012/09252
Vivus	VIVUS	South Africa	1/26/1996	1996/00967	1/21/1999	1996/00967
Vivus, Inc.	QSYMIA	South Korea	11/16/2017	40-2017-0145796	9/14/2018	4013974570000
Vivus, Inc.	QSIVA	South Korea	10/22/2015	40-2015-0077795	3/15/2016	4011672620000
VIVUS	MUSE	Sri Lanka	1/25/1999	91214		
Vivus, Inc.	SPEDRA	Switzerland	4/19/2012	453/2017	10/31/2017	708946
Vivus, Inc.	QSIVA	Switzerland	6/9/2011	56886/2011	8/29/2011	619216
Vivus, Inc.	QSYMIA	Taiwan	12/6/2012	101069313	8/16/2013	1593319
Vivus, Inc.	QSIVA	Taiwan	4/9/2012	101018831	6/1/2013	1580623
Vivus, Inc.	QNEXA	Taiwan	10/18/2006	095052427	6/16/2007	1266045
Vivus, Inc.	EVAMIST	Taiwan	11/24/2004	093054901	8/16/2005	1168397
Vivus, Inc.		Taiwan	1/5/2000	089000424	2/16/2001	929985

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Vivus, Inc.	VIVUS	Taiwan	2/6/1996	085006305	3/16/1997	752317
Vivus, Inc.	MUSE	Taiwan	2/6/1996	085006304	7/16/1997	766912
Vivus, Inc.	SPEEDRA	Tunisia	6/18/2013	TN/E/2013/1129	4/1/2014	TN/E/2013/1129
Vivus, Inc.	QSYMIA	Tunisia	2/13/2013	TN/E/2013/294	12/10/2013	TN/E/2013/294
Vivus, Inc.	STENDRA	Tunisia	2/13/2013	TN/E/2013/295	12/10/2013	TN/E/2013/295
Vivus, Inc.	QSIVA	Turkey	2/5/2016	2016/10054	2/5/2016	2016 10054
Vivus, Inc.	vivus	Turkey	5/29/1996	96/007455	5/29/1996	171635
Vivus Inc.	QSYMIA	United Arab Emirates	6/23/2013	193749	11/18/2014	193749
Vivus Inc.	SPEEDRA	United Arab Emirates	6/23/2013	193750	11/13/2014	193750
Vivus Inc.	STENDRA	United Arab Emirates	4/21/2013	190455	8/10/2016	190455
Vivus, Inc.	VIVUS	United Kingdom	12/23/1993	1557457	5/26/1995	1557457
Vivus, Inc.		United States	5/6/2019	88417116		
Vivus, Inc.	VIVUS	United States	6/8/2018	87954646		
Vivus, Inc.	SMART CHANGES	United States	12/22/2015	86857689	8/2/2016	5012894
Vivus, Inc.	QSYMIA	United States	6/20/2012	85656775	2/26/2013	4295224
Vivus, Inc.		United States	4/11/2011	85291514	11/27/2012	4250766
Vivus, Inc.	VIVUS	United States	6/10/2009	77756448	5/20/2014	4533781
Vivus, Inc.		United States	6/10/2009	77756490	5/20/2014	4533782
Vivus, Inc.	VIVUS	United States	12/6/1996	75209304	4/13/1999	2239364
Vivus, Inc.	VIVUS	United States	7/6/1993	74410240	12/31/1996	2027362
Vivus, Inc.	PANCREASE	United States	2/22/1977	73116479	4/24/1979	1116815
Vivus, Inc.	Q AND ME	United States	5/14/2012	85624306	8/6/2013	4378551
Vivus, Inc.	PANCREAZE	United States	9/1/2009	77817201	12/7/2010	3887562
Vivus, Inc.	VIVUS	Uruguay	2/18/2011	420584	8/23/2012	420584
VIVUS	ALIBRA	Uzbekistan	8/13/1998	MB GU 9800826.3	8/23/1999	8950
VIVUS INC	STENDRA	Venezuela	8/9/2013	2013-015411		
VIVUS INC.	VIVUS	Venezuela	12/10/2009	2009-020600	8/1/2011	P308777
VIVUS INC.	ALIBRA	Venezuela	8/25/1998	1998-015829	8/6/1999	P213741
VIVUS INC.	VIVUS	Venezuela	7/1/1996	1996-010168	10/31/1997	P201283
VIVUS INC.	MUSE	Venezuela	7/1/1996	1996-010167	10/30/1998	P208324

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Vivus, Inc.	SPEDRA	Yemen	6/17/2013	63100		
Vivus, Inc.	QSYMIA	Yemen	2/17/2013	61667		
Vivus, Inc	STENDRA	Yemen	2/17/2013	61718		
VIVUS	MUSE	Zimbabwe	1/13/1999	27/1999	1/13/1999	27/1999