

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544239

<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>
LEADING PHARMA, LLC		12/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK LEUMI USA		
<b>Street Address:</b>	579 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5062963	LEADING PHARMA	
<b>Registration Number:</b>	5138529	NU-MAG	
<b>Registration Number:</b>	5261842	PROCTO-MED HC 2.5%	
<b>Registration Number:</b>	5037563	RECTASMOOTH	
<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>	202.370.4750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1138192		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	10/08/2019		
<b>Total Attachments: 5</b>			

OP \$115.00 5062963

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

December 31, 2018

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LEADING PHARMA, LLC, a Delaware limited liability company, with offices at 3 Oak Road, Fairfield, NJ 07004 (“Grantor”), hereby grants to BANK LEUMI USA, with offices at 579 Fifth Avenue, New York, New York 10017 (the “Grantee”), a continuing security interest in the following: (i) all of such Grantor’s right, title and interest in, to and under the United States trademarks, service marks, trademark registrations, service mark registrations, trademark applications, and service mark applications (the foregoing, collectively, the “Marks”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in that certain Security Agreement by and between the Grantor and the Grantee, dated as of the date hereof) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Grant”) is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Credit Agreement between the Grantor and the Grantee, dated as of the date hereof (as amended, modified, supplemented or restated hereafter, the “Credit Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

LEADING PHARMA, LLC, as Grantor

By


Name: Ronald Gold


Title: Chief Executive Officer



ACKNOWLEDGED AND ACCEPTED:

**BANK LEUMI USA,**  
as Grantee

By:   
Name: Jason Schumacher  
Title: Vice President

By:   
NAME: MARK FAGNANI  
TITLE: FIRST SENIOR VICE PRESIDENT

SCHEDULE A

U.S. Federal Trademarks

<b>Trademark</b>	<b>Application Number/Registration Number</b>	<b>Application / Registration Date</b>	<b>Record Owner</b>
Leading Pharma	5,062,963	10/18/2016	Leading Pharma, LLC
Nu-Mag	5,138,529	2/7/2017	Leading Pharma, LLC
Procto-Med	5,261,842	8/8/2017	Leading Pharma, LLC
Rectasmooth	5,037,563	9/6/2016	Leading Pharma, LLC

Schedule A to Grant of Security Interest in United States Trademarks

**RECORDED: 10/08/2019**

**TRADEMARK  
REEL: 006765 FRAME: 0648**