

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM557010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEERFIELD PRIVATE DESIGN FUND III, L.P., as Collateral Agent		01/10/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSERTIO THERAPEUTICS, INC. (f/k/a DEPOMED, INC.)		
Street Address:	100 South Saunders Road, Suite 300		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86875330	GRALISE	
Registration Number:	5312458	GRALISE	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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>			
Phone:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	315603-108		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	01/10/2020		
Total Attachments: 3			
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source=Assertio - Partial IP Release (2017 IPSA) Executed#page2.tif			

CH \$65.00 86875330

PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of January 10, 2020 (this "Release"), is executed by DEERFIELD PRIVATE DESIGN FUND III, L.P., as Collateral Agent (the "Collateral Agent"), with offices at 780 Third Avenue, 37th Floor, New York, NY 10017, in favor of ASSERTIO THERAPEUTICS, INC. (f/k/a DEPOMED, INC.), a Delaware corporation (the "Pledgor"), with offices at 100 South Saunders Road, Suite 300, Lake Forest, IL 60045, as follows:

W I T N E S S E T H

WHEREAS, pursuant to that certain Grant of Security Interest in Patents and Trademarks, dated as of December 4, 2017 (the "Grant"), executed by the Pledgor in favor of the Collateral Agent, the Pledgor granted to the Collateral Agent a security interest in and to certain collateral (capitalized terms used herein but not otherwise defined shall have the respective meanings given to them in the Grant), including all of its right, title and interest in and to the Trademarks and the Patents set forth on Schedule A attached hereto, and the use thereof, together with all proceeds and products thereof and the goodwill of the business symbolized by the Trademarks (collectively, the "Released Collateral");

WHEREAS, the Grant was recorded with (i) the Patent Division of the United States Patent and Trademark Office on December 5, 2017 at Reel 044294/Frame 0452 and (ii) the Trademark Division of the United States Patent and Trademark Office on December 5, 2017 at Reel 006225/Frame 0719;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby releases, discharges, cancels and terminates its security interest in and continuing lien on the Released Collateral, including the Trademarks set forth on Schedule A attached hereto, and re-assigns, re-transfers and re-conveys to Pledgor any and all right, title or interest the Collateral Agent may have in and to the Pledgor's Released Collateral.
2. The Collateral Agent agrees to execute and deliver such further instruments and take or cause to be taken such other or further action as Pledgor may reasonably request, in order to perfect, confirm or evidence such release, at the sole cost and expense of the Pledgor.
3. The Collateral Agent represents and warrants that it has the full power and authority to execute this Release.
4. The Collateral Agent authorizes and requests the Patent and Trademark Divisions of the United States Patent and Trademark Office, and any other appropriate domestic and foreign authorities as may be necessary or desired by Pledgor, to evidence this Release.

[Signature Page follows]

IN WITNESS WHEREOF, the Collateral Agent, by its duly authorized officer, has executed this Release as of the date first written above.

DEERFIELD PRIVATE DESIGN FUND III, L.P., as
Collateral Agent

By: Deerfield Mgmt III, L.P.
General Partner

By: J.E. Flynn Capital III, LLC
General Partner

By: David N. Clark

Name: David Clark

Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

Mark	Application Number	Registration Number	Registration Date
GRALISE	86875330	N/A (Abandoned)	Abandoned September 2, 2019
GRALISE	86982952	5312458	October 17, 2017

TRADEMARK

REEL: 006835 FRAME: 0745

RECORDED: 01/10/2020