

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wellspring Pharmaceutical Corporation		08/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC		
Street Address:	430 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6366098	BACTINE	
Registration Number:	6267274	BONINE	
Registration Number:	5843473	BACTINE MAX	
Registration Number:	5643598	FDS FEMININE. DISCREET. SENSUAL. INTIMAT	
Registration Number:	5606312	CONFIDENCE FROM HEAD TO HEELS	
Registration Number:	3674239	GLAXAL BASE	
Registration Number:	3664440	GLAXAL BASE	
Registration Number:	2599688		
Registration Number:	2606065		
Registration Number:	2504774	BACTINE	
Registration Number:	0997843	MICATIN	
Registration Number:	0863268	FDS	
Registration Number:	0831204	FDS	
Registration Number:	0800199	BACTINE	
Registration Number:	0697007	BONINE	
Registration Number:	0536728	EMETROL	
Registration Number:	0525085	BACTINE	
Registration Number:	0378528	GELUSIL	

OP \$465.00 6366098

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 212.318.6000
Email: yoosonlee@paulhastings.com
Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Yooson Sandy Lee
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SIGNATURE:	/s/ Yooson Sandy Lee
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DATE SIGNED:	08/22/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2022 (this “Agreement”), by WellSpring Pharmaceutical Corporation, a Delaware corporation (the “Grantor”), in favor of Churchill Agency Services LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of August 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including without limitation, those Trademarks listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

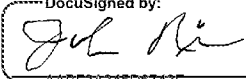
SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WELLSPRING PHARMACEUTICAL
CORPORATION

DocuSigned by:

By: _____
Name: John Rivera
Title: Secretary and Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007814 FRAME: 0967

Churchill Agency Services LLC, as Administrative
Agent



By: Mark Tamburello

Name: Mark Tamburello

Title: Managing Director

Schedule I

Trademark Registrations and Applications

Trademark	Application Date	Application Number	Registration Date	Registration Number	Owner Name
BACTINE	6/24/2020	90017949	5/25/2021	6366098	WellSpring Pharmaceutical Corporation
BONINE	2/27/2019	88318057	2/9/2021	6267274	WellSpring Pharmaceutical Corporation
BACTINE MAX	1/29/2019	88281136	8/27/2019	5843473	WellSpring Pharmaceutical Corporation
FDS FEMININE. DISCREET. SENSUAL. INTIMATE + BODY	6/25/2018	88013162	1/1/2019	5643598	WellSpring Pharmaceutical Corporation
CONFIDENCE FROM HEAD TO HEELS	3/29/2018	87855263	11/13/2018	5606312	WellSpring Pharmaceutical Corporation
GLAXAL BASE <i>Glaxal Base</i>	8/12/2008	77545009	8/25/2009	3674239	WellSpring Pharmaceutical Corporation
GLAXAL BASE	1/28/2008	77382002	8/4/2009	3664440	WellSpring Pharmaceutical Corporation
Design Only 	7/24/2001	78075343	7/23/2002	2599688	WellSpring Pharmaceutical Corporation
Design Only 	7/24/2001	78075345	8/6/2002	2606065	WellSpring Pharmaceutical Corporation

Trademark	Application Date	Application Number	Registration Date	Registration Number	Owner Name
BACTINE	11/29/2000	78036938	11/6/2001	2504774	WellSpring Pharmaceutical Corporation
MICATIN	9/7/1973	73000354	11/12/1974	997843	WellSpring Pharmaceutical Corporation
FDS	6/17/1968	72300507	1/7/1969	863268	WellSpring Pharmaceutical Corporation
FDS	10/20/1966	72256792	6/27/1967	831204	WellSpring Pharmaceutical Corporation
BACTINE	9/11/1964	72201719	12/14/1965	800199	WellSpring Pharmaceutical Corporation
BONINE	9/11/1959	72081199	5/3/1960	697007	WellSpring Pharmaceutical Corporation
EMETROL	12/10/1949	71589160	1/16/1951	536728	WellSpring Pharmaceutical Corporation
BACTINE	12/13/1948	71570426	5/9/1950	525085	WellSpring Pharmaceutical Corporation
GELUSIL	1/4/1940	71427151	6/11/1940	378528	WellSpring Pharmaceutical Corporation