

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801006

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wellspring Pharmaceutical Corporation | | 04/03/2023 | 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: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1318849 | COMPLEX 15 | |
| Registration Number: | 0795897 | SOLARCAINE | |
| Registration Number: | 0534375 | SOLARCAINE | |
| Registration Number: | 1413916 | SOLARCAINE | |
| Registration Number: | 6403540 | A+D | |
| Registration Number: | 3326818 | A+D | |
| Registration Number: | 2547314 | A+D | |
| Registration Number: | 2104260 | A + D | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 714.668.6200 | | |
| Email: | johnkline@paulhastings.com | | |
| Correspondent Name: | John Kline | | |
| Address Line 1: | 695 Town Center Drive | | |
| Address Line 2: | Seventeenth Floor | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |

OP \$215.00 1318849

| | |
|---|----------------|
| NAME OF SUBMITTER: | John Kline |
| SIGNATURE: | /s/ John Kline |
| DATE SIGNED: | 04/06/2023 |
| Total Attachments: 4 source=Project Allison - Trademark Security Agreement (2023) (Executed)(169509827_1)#page1.tif source=Project Allison - Trademark Security Agreement (2023) (Executed)(169509827_1)#page2.tif source=Project Allison - Trademark Security Agreement (2023) (Executed)(169509827_1)#page3.tif source=Project Allison - Trademark Security Agreement (2023) (Executed)(169509827_1)#page4.tif | |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 3, 2023 (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.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

[Signature pages follow]

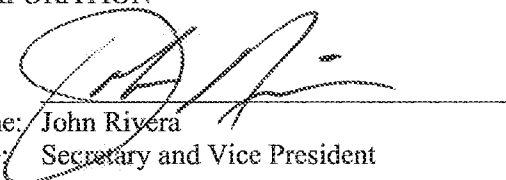
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WELLSPRING PHARMACEUTICAL
CORPORATION

By:

Name: John Rivera

Title: Secretary and Vice President

A handwritten signature in black ink, appearing to read "John Rivera", is written over a horizontal line. The signature is stylized and cursive.

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008035 FRAME: 0600

**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 |
|----------------------------|------------------|--------------------|-------------------|---------------------|---------------------------------------|
| COMPLEX 15 | 2/04/1983 | 73/412254 | 2/12/1985 | 1318849 | Wellspring Pharmaceutical Corporation |
| SOLARCAINE | 9/23/1964 | 72/202501 | 9/14/1965 | 795897 | Wellspring Pharmaceutical Corporation |
| SOLARCAINE | 9/13/1949 | 71/584773 | 12/05/1950 | 534375 | Wellspring Pharmaceutical Corporation |
| SOLARCAINE | 04/04/1986 | 73/591685 | 10/21/1986 | 1413916 | Wellspring Pharmaceutical Corporation |
| A+D | 11/09/2020 | 90/306795 | 6/29/2021 | 6403540 | Wellspring Pharmaceutical Corporation |
| A+D | 11/10/2005 | 78/751431 | 10/30/2007 | 3326818 | Wellspring Pharmaceutical Corporation |
| A+D | 6/27/2001 | 76/277518 | 3/12/2002 | 2547314 | Wellspring Pharmaceutical Corporation |
| A+D (and device, stylized) | 6/06/1996 | 75/117069 | 10/07/1997 | 2104260 | Wellspring Pharmaceutical Corporation |