TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wellspring Pharmaceutical Corporation		12/02/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 N. Wacker Drive
Internal Address:	Suite 3000
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3877422	BARRIERE
Registration Number:	0697007	BONINE
Registration Number:	2264700	
Registration Number:	0536728	EMETROL
Registration Number:	0378528	GELUSIL
Registration Number:	3664440	GLAXAL BASE
Registration Number:	3674239	GLAXAL BASE
Registration Number:	4199375	KEEP STOMACHS CALM AND CARRY ON
Registration Number:	0997843	MICATIN

CH $240.00 3877422

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 330 North Wabash Avenue
Address Line 2: Suite 2800

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	050074-0014
NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	12/02/2015

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of the 2nd day of December, 2015, by Wellspring Pharmaceutical Corporation, a Delaware corporation ("**Grantor**"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Senior Credit Facility Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of a certain Guaranty and Senior Security Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties (as defined in the Credit Agreement), a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Credit Agreement or Collateral Agreement, the Credit Agreement or Collateral Agreement, as applicable, shall govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties (as defined in the Credit Agreement), and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Excluded Property. Notwithstanding anything contained herein, the Trademark Collateral does not include any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted with the U.S. Patent and Trademark Office or any other Intellectual Property if and to the extent that the grant, attachment or enforcement of a Lien on or security interest in such Intellectual Property would result in the invalidity, unenforceability, cancellation or voiding of such Intellectual Property.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WELLSPRING PHARMACEUTICAL CORPORATION

By: _____
Name: John Van Sickle
Title: Vice President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

AGREED AND ACCEPTED
as of the date first written above:

NXT CAPITAL, LLC,
as Agent

By:_____
Name: Jeffrey S. Kurtzweil
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Country	Owner	(App. No.)/ Reg. No.
BARRIERE	US	Wellspring Pharmaceutical Corporation	3877422
BONINE	US	Wellspring Pharmaceutical Corporation	0697007
DESIGN ONLY	US	Wellspring Pharmaceutical Corporation	2264700
EMETROL	US	Wellspring Pharmaceutical Corporation	0536728
GELUSIL	US	Wellspring Pharmaceutical Corporation	0378528
GLAXAL BASE	US	Wellspring Pharmaceutical Corporation	3664440
GLAXAL BASE (DESIGN)	US	Wellspring Pharmaceutical Corporation	3674239
KEEP STOMACHS CALM AND CARRY ON	US	Wellspring Pharmaceutical Corporation	4199375
MICATIN	US	Wellspring Pharmaceutical Corporation	0997843
ALCOJEL	Canada	Wellspring Pharmaceutical Canada Corp.	TMA152061
ANIVY	Canada	Wellspring Pharmaceutical Canada Corp.	UCA035002
COLACE	Canada	Wellspring Pharmaceutical Canada Corp.	TMA104766
DEQUADIN	Canada	Wellspring Pharmaceutical Canada Corp.	TMA103046
EMETROL	Canada	Wellspring Pharmaceutical Corporation	(1697401)
EMINASE	Canada	Wellspring Pharmaceutical Canada Corp.	TMA498007
ENTACYL	Canada	Wellspring Pharmaceutical Canada Corp.	UCA046943
GELUSIL	Canada	Wellspring Pharmaceutical Canada Corp.	UCA016539
K-LYTE	Canada	Wellspring Pharmaceutical Canada Corp.	TMA153398
K-LYTE-CL	Canada	Wellspring Pharmaceutical Canada Corp.	TMA175236
MICATIN	Canada	Wellspring Pharmaceutical Canada Corp.	TMA204532
MUCOMYST	Canada	Wellspring Pharmaceutical Canada Corp.	TMA134141
MYCIL	Canada	Wellspring Pharmaceutical Canada Corp.	UCA031626
NORPACE	Canada	Wellspring Pharmaceutical Canada	TMA202804

Mark	Country	Owner	(App. No.)/ Reg. No.
		Corp.	
NORPACE (DESIGN)	Canada	Wellspring Pharmaceutical Canada Corp.	TMA230261
PERI-COLACE	Canada	Wellspring Pharmaceutical Canada Corp.	TMA107790
RADIOSTOL	Canada	Wellspring Pharmaceutical Canada Corp.	TMDA044113
WELLSKIN	Canada	Wellspring Pharmaceutical Canada Corp.	TMA591768
WELLSPRING	Canada	Wellspring Pharmaceutical Canada Corp.	TMA612657
WELLSPRING (DESIGN)	Canada	Wellspring Pharmaceutical Canada Corp.	TMA612894