TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366019

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wellspring Pharmaceutical Corporation		12/16/2015	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: 6

Property Type	Number	Word Mark
Registration Number:	800495	BACTINE
Registration Number:	2599688	
Registration Number:	2606065	
Registration Number:	525085	BACTINE
Registration Number:	2504774	BACTINE
Registration Number:	800199	BACTINE

OP $165.00 800495

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 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/

DATE SIGNED:	12/16/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of the 16th 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 dated as of December 2, 2015 (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 dated as of December 2, 2015 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: Jeff Kurtzweil
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Image	Country	Classes	Application No	Application Date	Registration No	Registration Date	Status
BACTINE		African Union (OAPI)	05			32441	09/18/1992	Registered
BACTINE		Argentina	05	2779356	11/14/2007	2393429	09/17/2010	Registered
BACTINE		Bangladesh	05			4209	05/05/1972	Registered
BACTINE		Benelux	05			82757	12/17/1971	Registered
BACTINE		Bermuda	05			2610	04/14/1978	Registered
BACTINE		Canada	05			UCA34754	10/15/1979	Registered
BACTINE		Chile	05			930673	02/23/1971	Registered
BACTINE		Costa Rica	05			12725	10/27/1965	Registered
BACTINE		Curacao	05	200236	03/07/2002	08387	09/24/2002	Registered
BACTINE		Denmark	05			VR196501006	04/24/1975	Registered
BACTINE		Egypt	05			21401	04/08/1970	Registered
BACTINE		El Salvador	05			18612/743	11/15/1970	Registered
BACTINE		Finland	05			43353	10/06/1974	Registered
BACTINE		France	05			1568960	01/08/1980	Registered
BACTINE		Guatemala	05			16360	11/15/1975	Registered
BACTINE		Honduras	05			5753	09/01/1960	Registered
BACTINE		Hong Kong	05		04/06/1950	19501031	04/06/1964	Registered
BACTINE		India	05		04/21/1950	143263	04/21/1950	Registered
BACTINE		Nicaragua	05			6261	05/23/1950	Registered
BACTINE		Pakistan	05		05/05/1950	10801	05/05/1957	Registered
BACTINE		Panama	05			3252	03/12/1971	Registered
BACTINE		Portugal	05			166416	01/02/1961	Registered
BACTINE		Puerto Rico	05			7844	09/29/1970	Registered
BACTINE		Singapore	05			12350	04/11/1971	Registered
BACTINE		St. Maarten	05	SVD-12178	03/06/2012	07029	03/06/2012	Registered
BACTINE		Switzerland	05			380871	04/10/1970	Registered
BACTINE		United Kingdom	05	852663	08/09/1963	852663	08/09/1963	Registered
BACTINE		United States of America	05	72/201720	09/11/1964	800495	12/14/1965	Registered

BACTINE (logo, coloured)		United States of America	05	78/075343	07/24/2001	2599688	07/23/2002	Registered
BACTINE (logo, coloured, red)		United States of America	05	78/075345	07/24/2001	2606065	08/06/2002	Registered
BACTINE		United States of America	05	71/570426	12/13/1948	525085	05/09/1950	Registered
BACTINE		United States of America	05	78/036938	11/29/2000	2504774	11/06/2001	Registered
BACTINE		United States of America	05	72/201719	09/11/1964	800199	12/14/1965	Registered
BACTINE		Uruguay	05			406822	05/09/1969	Registered
BACTINE		Venezuela	05			23649	11/22/1950	Registered