

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404387

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Belcher Pharmaceuticals, LLC | | 10/13/2016 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | The Northern Trust Company | | |
| Street Address: | 425 North Florida Avenue | | |
| City: | Tampa | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33602 | | |
| Entity Type: | Illinois banking corporation: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86703980 | ABLYSINOL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8132297600 | | |
| <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: | 813-229-7600 | | |
| Email: | tmdocketing@slk-law.com | | |
| Correspondent Name: | W. Kent Ihrig/Shumaker, Loop & Kendrick, | | |
| Address Line 1: | 101 East Kennedy Boulevard, Suite 2800 | | |
| Address Line 4: | Tampa, FLORIDA 33602 | | |
| NAME OF SUBMITTER: | W. Kent Ihrig | | |
| SIGNATURE: | /W. Kent Ihrig/ | | |
| DATE SIGNED: | 11/03/2016 | | |
| Total Attachments: 4 | | | |
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of October 13, 2016 is made between Belcher Pharmaceuticals, LLC, a Florida limited liability company (the "**Grantor**"), and The Northern Trust Company, an Illinois banking corporation, as Secured Party (the "**Secured Party**") and relates to certain financing or other financial accommodations made by Secured Party pursuant to the terms of those certain Business Loan Agreements, dated as of August 31, 2015 and October 13, 2016, by and between one or more of Belcher Pharmaceuticals, LLC, a Florida limited liability company, and BPI Labs, LLC, a Florida limited liability company, and Secured Party (as the same may be amended, supplemented, replaced, amended and restated or otherwise modified from time to time, the "**Loan Agreements**").

WITNESSETH:

WHEREAS, in connection with the Loan Agreements, Belcher Pharmaceuticals, LLC, a Florida limited liability company, and BPI Labs, LLC, a Florida limited liability company have executed and delivered, or has previously or contemporaneously with the execution and delivery hereof become a party to, an Amended and Restated Security Agreement, dated as of October 13, 2016 (as the same may be amended, supplemented, replaced, amended and restated or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to Section 4(d) of the Security Agreement, Grantor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees, for the benefit of Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Grantor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "**Trademark Collateral**"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Provided, that Trademark Collateral shall not include any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world (subject to Sections 2 and 4(d) of the Security Agreement). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms subject to Section 4 hereof.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Patent Collateral in accordance with the Loan Agreements or (ii) the indefeasible payment in full in cash of the Secured Obligations, Secured Party shall promptly upon Grantor's request and contemporaneously with any refinancing of the Secured Obligations, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

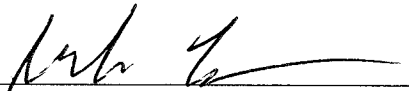
SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreements.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement.

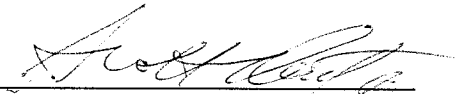
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BELCHER PHARMACEUTICALS, LLC,
a Florida limited liability company

By: 
Mihir Taneja, its Manager

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation

By: 
Scott C. Rutz, Senior Vice President

SCHEDULE I
to Trademark Security Agreement
Item A. Trademarks

Pending Trademark Applications

| <u>*Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|-----------------|------------------|-------------------|--------------------|
| US | SMART GUARD | 85/645,753 | June 7, 2012 |
| US | ABLYSINOL | 86/703,980 | July 24, 2015 |