# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444402

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Wellspring Pharmaceutical Corporation | | 09/25/2017 | Corporation: DELAWARE |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | NXT Capital, LLC, as Agent |
| **Street Address:** | 191 N. Wacker Drive |
| **Internal Address:** | 30th Floor |
| **City:** | Chicago |
| **State/Country:** | ILLINOIS |
| **Postal Code:** | 60606 |
| **Entity Type:** | Limited Liability Company: DELAWARE |

**PROPERTY NUMBERS Total: 20**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4598157 | FDS PERSONALS |
| **Registration Number:** | 4580860 | FDS |
| **Registration Number:** | 4199375 | KEEP STOMACHS CALM AND CARRY ON |
| **Registration Number:** | 3835714 | FEMININE.DISCREET.SENSUAL. |
| **Registration Number:** | 3877422 | BARRIERE |
| **Registration Number:** | 3674239 | GLAXAL BASE |
| **Registration Number:** | 3664440 | GLAXAL BASE |
| **Registration Number:** | 2599688 | |
| **Registration Number:** | 2606065 | |
| **Registration Number:** | 2504774 | BACTINE |
| **Registration Number:** | 2264700 | |
| **Registration Number:** | 0997843 | MICATIN |
| **Registration Number:** | 0863268 | FDS |
| **Registration Number:** | 0831204 | FDS |
| **Registration Number:** | 0800495 | BACTINE |
| **Registration Number:** | 0800199 | BACTINE |
| **Registration Number:** | 0697007 | BONINE |
| **Registration Number:** | 0536728 | EMETROL |

OP $515.00 4598157

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 0525085 | BACTINE |
| **Registration Number:** | 0378528 | GELUSIL |

**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 4:** Chicago, ILLINOIS 60611

| | |
|---|---|
| **NAME OF SUBMITTER:** | Linda Kastner |
| **SIGNATURE:** | /lk/ |
| **DATE SIGNED:** | 09/25/2017 |

**Total Attachments: 5**

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# TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 25, 2017 (this "**Trademark Security Agreement**"), is made by Wellspring Pharmaceutical Corporation, a Delaware corporation (the "**Grantor**"), in favor of NXT Capital, 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 "**Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby 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 Trademark Security 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 in accordance with Section 8.17 thereof, the 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 Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

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

**WELLSPRING PHARMACEUTICAL CORPORATION**

By: _____

Name: John Dowers

Title: President, Chief Executive Officer 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: Andrea Tunick
Title: Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**

**TRADEMARK REGISTRATION AND APPLICATION NUMBERS**

| Trademark | Application Number/ Application Date | Registration Number/ Registration Date | Owner |
|---|---|---|---|
| FDS PERSONALS | 85889897<br>3/28/2013 | 4598157<br>9/2/2014 | WELLSPRING PHARMACEUTICAL CORPORATION |
| FDS | 85761657<br>10/23/2012 | 4580860<br>8/5/2014 | WELLSPRING PHARMACEUTICAL CORPORATION |
| KEEP STOMACHS CALM AND CARRY ON | 85250507<br>2/24/2011 | 4199375<br>8/28/2012 | WELLSPRING PHARMACEUTICAL CORPORATION |
| FEMININE.DISCREET.SENSUAL. | 77578941<br>9/25/2008 | 3835714<br>8/17/2010 | WELLSPRING PHARMACEUTICAL CORPORATION |
| BARRIERE | 77572985<br>9/18/2008 | 3877422<br>11/16/2010 | WELLSPRING PHARMACEUTICAL CORPORATION |
| GLAXAL BASE<br>Glaxal Base | 77545009<br>8/12/2008 | 3674239<br>8/25/2009 | WELLSPRING PHARMACEUTICAL CORPORATION |
| GLAXAL BASE | 77382002<br>1/28/2008 | 3664440<br>8/4/2009 | WELLSPRING PHARMACEUTICAL CORPORATION |
| Design Only<br> | 78075343<br>7/24/2001 | 2599688<br>7/23/2002 | WELLSPRING PHARMACEUTICAL CORPORATION |
| Design Only<br> | 78075345<br>7/24/2001 | 2606065<br>8/6/2002 | WELLSPRING PHARMACEUTICAL CORPORATION |

| Trademark | Application Number/ Application Date | Registration Number/ Registration Date | Owner |
|---|---|---|---|
| BACTINE | 78036938<br>11/29/2000 | 2504774<br>11/6/2001 | WELLSPRING PHARMACEUTICAL CORPORATION |
| Design Only | 75480950<br>5/7/1998 | 2264700<br>7/27/1999 | WELLSPRING PHARMACEUTICAL CORPORATION |
| MICATIN | 73000354<br>9/7/1973 | 0997843<br>11/12/1974 | WELLSPRING PHARMACEUTICAL CORPORATION |
| FDS | 72300507<br>6/17/1968 | 0863268<br>1/7/1969 | WELLSPRING PHARMACEUTICAL CORPORATION |
| FDS | 72256792<br>10/20/1966 | 0831204<br>6/27/1967 | WELLSPRING PHARMACEUTICAL CORPORATION |
| BACTINE | 72201720<br>9/11/1964 | 0800495<br>12/14/1965 | WELLSPRING PHARMACEUTICAL CORPORATION |
| BACTINE | 72201719<br>9/11/1964 | 0800199<br>12/14/1965 | WELLSPRING PHARMACEUTICAL CORPORATION |
| BONINE | 72081199<br>9/11/1959 | 0697007<br>5/3/1960 | INSIGHT PHARMACEUTICALS LLC |
| EMETROL | 71589160<br>12/10/1949 | 0536728<br>1/16/1951 | WELLSPRING PHARMACEUTICAL CORPORATION |
| BACTINE | 71570426<br>12/13/1948 | 0525085<br>5/9/1950 | WELLSPRING PHARMACEUTICAL CORPORATION |
| GELUSIL | 71427151<br>1/4/1940 | 0378528<br>6/11/1940 | WELLSPRING PHARMACEUTICAL CORPORATION |