

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3882385

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ALORA PHARMACEUTICALS, LLC	05/20/2016
ACELLA HOLDINGS, LLC	05/20/2016
ACELLA PHARMACEUTICALS, LLC	05/20/2016
AVION PHARMACEUTICALS, LLC	05/20/2016
NEUVOSYN LABORATORIES, LLC	05/20/2016
RECEIVING PARTY DATA	
Name:	SILVER POINT FINANCE, LLC, AS ADMINISTRATIVE AGENT
Street Address:	TWO GREENWICH PLAZA
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6979468
CORRESPONDENCE DATA	
Fax Number:	(404)443-5697
<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:	404-443-5735
Email:	lallen@mcguirewoods.com
Correspondent Name:	ADAM MONICH, ESQ.
Address Line 1:	MCGUIREWOODS LLP
Address Line 2:	1230 PEACHTREE ST., N.E., STE. 2100
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	2071517-0001 ALORA-+++++
NAME OF SUBMITTER:	LATOSHA E. ALLEN
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	05/20/2016
Total Attachments: 10	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of May 20, 2016, is made by (i) Alora Pharmaceuticals, LLC, a Delaware limited liability company (“**Parent**”), (ii) Acella Holdings, LLC, a Delaware limited liability company (“**Holdings**”), and (iii) Acella Pharmaceuticals, LLC, Avion Pharmaceuticals, LLC, and Neuvosyn Laboratories, LLC, each a Delaware limited liability company (together with Parent and Holdings individually sometimes referred to herein as a “**Company**” and collectively with Parent and Holdings as the “**Companies**”), in favor of Silver Point Finance, LLC, as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and all of the other financial institutions (“**Lenders**”) party to the Credit Agreement identified below.

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”) by and among Companies, Agents, and Lenders, the Lenders have agreed to make certain Loans to Company.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Company (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Certain Documents. The Credit Agreement and the Guaranty and Collateral Agreement (as defined therein) and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: “Copyrights,” “Intellectual Property,” “Intellectual Property Licenses,” “Paid in Full,” “Patents,” “Secured Obligations” and “Trademarks.”

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the Secured Obligations, each Company hereby grants to and in favor of Administrative Agent (for the benefit of Lenders and Administrative Agent) a first priority perfected security interest and lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of each Company’s right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired, including, without limitation, as identified on Exhibit A attached hereto and made a part hereof (and all proceeds thereof).

To the extent that the granting of a security interest in a Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant’s intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the “Lanham Act”) would render such Trademark (or the application therefor) invalid or unenforceable, then the security interest granted hereunder shall not attach to such Trademark application until such time as (A) an amendment is filed under section 1(c) of the Lanham Act to

bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed under section 1(d) of the Lanham Act.

3. Representation and Warranty. Each Company hereby represents and warrants to Administrative Agent, which representations and warranties shall survive the execution and delivery of this IP Security Agreement, that as of the date hereof, Exhibit A hereto identifies all Intellectual Property which is registered or for which an application for registration is pending that is owned by Company in its own name and all Intellectual Property Licenses to which Company is a licensee of a registered or applied for Patent, Copyright or Trademark.

4. New Intellectual Property. If, before all Secured Obligations shall have been Paid in Full, any Company shall (i) become aware of any existing material Intellectual Property of which Company has not previously informed Administrative Agent, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and each Company shall comply with Section 5.7(f) of the Guaranty and Collateral Agreement (and the notice requirement set forth therein). Provided Administrative Agent gives written notice to Company, each Company hereby authorizes Administrative Agent to unilaterally modify this IP Security Agreement by amending Exhibit A to include any such Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable (at Company's sole cost). Upon Administrative Agent's reasonable request, each Company agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Administrative Agent's interest (for the benefit of Agent and Lenders) in all Intellectual Property added to Exhibit A pursuant to this Section.

5. Effect on Credit Agreement. Each Company acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. If any provision of this IP Security Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern and control.

6. Further Assurances. Each Company agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Each Company acknowledges that a copy of this IP Security Agreement will be filed by the Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Companies.

7. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Company and Administrative Agent.

8. Cumulative Remedies; Power of Attorney. All of Administrative Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement (or the Guaranty and Collateral Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Company hereby authorizes Administrative Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as such Company's true and lawful attorney-in-fact, with power to (i) endorse Company's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Administrative Agent deems to be in the best interest of Administrative Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. This power of attorney being coupled with an interest shall be irrevocable until all Secured Obligations shall have been Paid in Full.

9. Binding Effect; Benefits. This IP Security Agreement shall be binding upon each Company and its respective successors and permitted assigns, and shall inure to the benefit of Administrative Agent, its successors, nominees and assigns; provided, however, no Company shall assign this IP Security Agreement or any of such Company's obligations hereunder without the prior written consent of Administrative Agent.

10. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to choice of law or conflict of law principles.

11. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

ALORA PHARMACEUTICALS, LLC

By: Harold A. Deas, Jr.
Name: Harold A. Deas, Jr.
Title: Chief Executive Officer

ACELLA HOLDINGS, LLC

By: Harold A. Deas, Jr.
Name: Harold A. Deas, Jr.
Title: Chief Executive Officer

ACELLA PHARMACEUTICALS, LLC

By: Harold A. Deas, Jr.
Name: Harold A. Deas, Jr.
Title: Chief Executive Officer

AVION PHARMACEUTICALS, LLC

By: Harold A. Deas, Jr.
Name: Harold A. Deas, Jr.
Title: Chief Executive Officer

NEUVOSYN LABORATORIES, LLC

By: Harold A. Deas, Jr.
Name: Harold A. Deas, Jr.
Title: Chief Executive Officer

Agreed and Accepted:

SILVER POINT FINACE, LLC,
as Administrative Agent


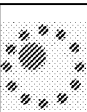
By: 
Name: Michael A. Gatto
Title: Authorized Signatory



EXHIBIT A

REGISTERED TRADEMARKS

Avion Pharmaceuticals, LLC:

<u>Mark</u>	<u>Serial #</u>	<u>Filing Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>
ANA-LEX	86-304563	June 9, 2014	4778677	July 21, 2015
FALESSA	86-161845	January 9, 2014	4622566	October 14, 2014
FERIVA	86-161829	January 9, 2014	4579923	August 5, 2014
FERVAF A	86-161840	January 9, 2014	4664770	December 30, 2014
	86-161807	January 9, 2014	4579921	August 5, 2014

Acella Pharmaceuticals, LLC¹:

<u>Mark</u>	<u>Serial #</u>	<u>Filing Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>
	77-202473	June 11, 2007	3712494	November 17, 2009
	77-202470	June 11, 2007	3506117	September 23, 2008

¹ Acella Pharmaceuticals, LLC is in the process of transferring these marks (except for ZOLAFIN) to Avion Pharmaceuticals, LLC. Some of the transfers may be effected after the Closing Date.

<u>Mark</u>	<u>Serial #</u>	<u>Filing Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>
	85-094084	July 27, 2010	3937646	March 29, 2011
LOUTREX	86-502927	January 14, 2015	4917373	March 15, 2016
NICOMIDE	78-020079	August 8, 2000	2592990	July 9, 2002
NICOMIDE	85-386597	August 2, 2011	4552100	June 17, 2014
PRENATE	76-501608	March 28, 2003	2850441	June 8, 2004
PRENATE DHA	78-948281	August 9, 2006	3346288	November 27, 2007
	77-068029	December 20, 2006	3356954	December 18, 2007
PRENATE ELITE	76-572555	January 27, 2004	3101227	June 6, 2006
PRENATE ESSENTIAL	77-934247	February 12, 2010	4400438	September 10, 2013
PRENATE MINI	85-626593	May 16, 2012	4506061	April 1, 2014
ZOLAFIN	85/399583	August 16, 2011	4121648	April 3, 2012

PENDING TRADEMARKS

Avion Pharmaceuticals, LLC:

<u>Mark</u>	<u>Status</u>	<u>Serial #</u>	<u>Filing Date</u>
DISALCID	Pending/ Allowed	86-171696	January 22, 2014
RONDEC	Pending/ Allowed	86-340387	July 17, 2014
ROSULA	Pending/ Allowed	86-340441	July 17, 2014
FERIVA 21/7	Pending	86-765594	September 23, 2015

Acella Pharmaceuticals, LLC²:

<u>Mark</u>	<u>Status</u>	<u>Serial #</u>	<u>Filing Date</u>
PRENATE PIXIE	Pending/ Published	86-818297	November 12, 2015
PRENATE RESTORE	Pending/ Published	86-818449	November 12, 2015
PRENATE STAR	Pending/ Published	86-818327	November 12, 2015
FOR EVERY START, AND EVERY STEP, THERE'S A PRENATE.	Pending/ Allowed	86-382935	September 2, 2014
FOR EVERY STEP, THERE'S A PRENATE	Pending/ Allowed	86-161855	January 9, 2014

² Acella Pharmaceuticals, LLC is in the process of transferring these applications to Avion Pharmaceuticals, LLC. Some of the transfers may be effected after the Closing Date.

<u>Mark</u>	<u>Status</u>	<u>Serial #</u>	<u>Filing Date</u>
NICOMIDE-T	Pending/ Allowed	86-522580	February 3, 2015
PRENATE BALANCE	Pending/ Allowed	86-282529	May 15, 2014
THE MINI WITH THE MAX IN NUTRITION	Pending/ Allowed	86-604868	April 21, 2015
CHROMAGEN	Pending	86-889960	January 28, 2016
FEXI	Pending	86-874206	January 13, 2016
KEROL	Pending	86-868719	January 7, 2016
NICOMIDE-T	Pending	86-894557	February 2, 2016
NIFEREX	Pending	86-889977	January 28, 2016
NP THYROID	Pending	86-765674	September 23, 2015
PRECARE	Pending	86-890014	January 28, 2016
PREMESIS	Pending	86-890031	January 28, 2016
PRENATE CHEWABLE	Pending/ Published	86-818369	November 12, 2015
PRENATE ENHANCE	Pending	86-818419	November 12, 2015
PRIMACARE	Pending	86-889995	January 28, 2016

<u>Mark</u>	<u>Status</u>	<u>Serial #</u>	<u>Filing Date</u>
REPLIVA	Pending	86-889944	January 28, 2016
FEMESSA	Pending	87-004081	April 16, 2016
FANESSA	Pending	87-004064	April 18, 2016

PATENTS

Acella Pharmaceuticals, LLC:

<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Grant Date</u>
Oral Composition and Method for the Treatment of Inflammatory Cutaneous Disorders	--	--	6,979,468	12/27/2005

COPYRIGHTS

Acella Pharmaceuticals, LLC:

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
PRENATE 90 pregnancy calculator	TXu000311853	2/1/1988