

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Covis Pharma S.a.r.l.		04/04/2013	S.a.r.l.: LUXEMBOURG
	Covis Pharma Holdings S.a.r.l.		04/04/2013	S.a.r.l.: LUXEMBOURG
RECEIVING PARTY DATA				
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent			
Street Address:	11 Madison Avenue			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10010			
Entity Type:	Bank: SWITZERLAND			
PROPERTY NUMBERS Total: 7				
	Property Type	Number	Word Mark	
	Registration Number:	2679884	UROXATRAL	
	Registration Number:	1470405	PLAQUENIL	
	Registration Number:	712043	PLAQUENIL	
	Registration Number:	562377	PLAQUENIL	
	Registration Number:	1866694	RILUTEK	
	Registration Number:	0667320	KAYEXALATE	
	Registration Number:	1949186	NILANDRON	
CORRESPONDENCE DATA				
Fax Number:	8668265420			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	301-638-0511			
Email:	ipresearchplus@comcast.net			
Correspondent Name:	IP Research Plus, Inc.			

OP \$190.00 2679884

Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38521
-------------------------	------------

NAME OF SUBMITTER:	Penelope J.A. Agodoa
--------------------	----------------------

Signature:	/pja/
------------	-------

Date:	04/05/2013
-------	------------

Total Attachments: 6
source=38521#page1.tif
source=38521#page2.tif
source=38521#page3.tif
source=38521#page4.tif
source=38521#page5.tif
source=38521#page6.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of April 4, 2013, by COVIS PHARMA HOLDINGS S.À R.L. and COVIS PHARMA S.À R.L. (acting for itself and also acting through its Swiss branch, COVIS PHARMA S.À. R.L., LUXEMBOURG, ZUG BRANCH) (each, individually, a “Grantor”, and, collectively, the “Grantors”), in favor of CREDIT SUISSE AG, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Grantors are 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 Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each 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 of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security 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 Security Agreement and Grantors hereby acknowledge and affirm 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any

provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than the Other Liabilities) and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien 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 of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

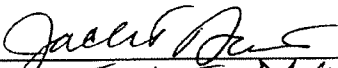
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COVIS PHARMA HOLDINGS S.À R.L., as a Grantor,


By: 
Name: JACK T. DAVIS
Title: CEO

COVIS PHARMA S.À R.L., as a Grantor,

By: 
Name: JACK T. DAVIS
Title: CEO

And for acknowledgment,

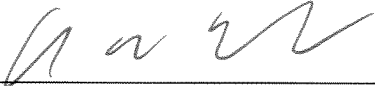
COVIS PHARMA S.À R.L., acting through its Swiss branch, COVIS PHARMA S.À R.L., LUXEMBOURG, ZUG BRANCH


By: 
Name: JACK T. DAVIS
Title: Branch Manager

[Signature Page to the Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Agent

By: 
Name: Christopher Reo Day
Title: Vice President

By: 
Name: Wei-Jen Yuan
Title: Associate

[Signature Page to the Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Covis Pharma S.à r.l.	2679884	UROXATRAL
Covis Pharma S.à r.l.	1470405	PLAQUENIL
Covis Pharma S.à r.l.	712043	PLAQUENIL
Covis Pharma S.à r.l.	562377	PLAQUENIL
Covis Pharma S.à r.l.	1866694	RILUTEK
Covis Pharma S.à r.l.	0667320	KAYEXALATE
Covis Pharma S.à r.l.	1949186	NILANDRON

Puerto Rico Trademark applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Covis Pharma S.à r.l.	73532	KAYEXALATE