

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SANTARUS, INC.		01/02/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JEFFERIES FINANCE LLC, as collateral agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	2929881	ZEGERID
Registration Number:	2896926	SANTARUS, INC.
Registration Number:	2899097	
Registration Number:	2711984	SANTARUS
Registration Number:	3041325	ZEGERID
Registration Number:	3793654	ZEGERID OTC
Registration Number:	4346994	SANTARUS
Registration Number:	4335141	UCERIS
Registration Number:	3528941	FENOGLIDE

CORRESPONDENCE DATA	
Fax Number:	2027785439
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202.662.5439
Email:	trademarks@cov.com

CH \$240.00 2929881

Correspondent Name: Marie A. Lavalleye
Address Line 1: 1201 Pennsylvania Avenue, N.W.
Address Line 2: Covington & Burling LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	026682.00036
NAME OF SUBMITTER:	Cheryl Fountain/Paralegal Specialist
Signature:	/cherylfountain/
Date:	01/02/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 2, 2014 (this "**Agreement**"), among **SANTARUS, INC**, a Delaware corporation, (the "**Grantor**"), located at 3611 Valley Centre Drive, Suite 400, San Diego, CA 92130, and **JEFFERIES FINANCE, LLC** ("**Jefferies**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement, dated as of January 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Borrower, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement, dated as of January 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Lenders party thereto and Jefferies, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrower) is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver the Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties that such Grantor now owns or at any time hereafter may acquire (collectively, the "**Trademark Collateral**"):

- (a) all Trademark (as defined in the Credit Agreement) registrations issued by and all pending Trademark applications filed with the United States Patent and Trademark Office (or any successor office), and all renewals thereof, including those listed on Schedule I;
- (b) all goodwill associated with or symbolized by any of the foregoing;
- (c) all Proceeds and products of any and all of the foregoing; and

(d) rights to sue for past, present and future infringements of any and all of the foregoing.

provided that, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of such Grantor's right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such Trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but the exclusion permitted by this clause shall be applicable only if and to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

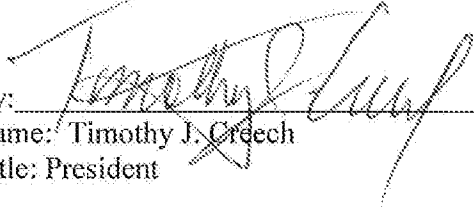
SECTION 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent in accordance with the terms of the Credit Agreement and the Guarantee and Collateral Agreement any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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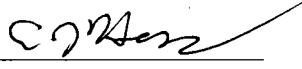
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SANTARUS, INC.

By: 
Name: Timothy J. Creech
Title: President

Acknowledged and Agreed by:

JEFFERIES FINANCE LLC,
as Collateral Agent




By: 

Name: E. Joseph Hess

Title: Managing Director

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations and Applications

Trademark	Country Name	Classes	Goods	Application #	Registration Date	Registration #
ZEGERID	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	78332533	01-Mar-2005	2929881
	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	76551382	26-Oct-2004	2896926
	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	76551381	02-Nov-2004	2899097
SANTARUS	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	76277315	29-Apr-2003	2711984
	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	78519703	10-Jan-2006	3041325
ZEGERID OTC	United States of America	5	Class 5: pharmaceutical preparations for the treatment of gastrointestinal problems and diseases	77377274	25-May-2010	3793654
SANTARUS	United States of America	5	Class 5: pharmaceutical preparations for the prevention and treatment of diseases, conditions and/or problems in the area of endocrinology	77699316	04-Jun-2013	4346994
UCERIS	United States of America	5	Class 5: pharmaceutical preparations for the treatment and prevention of gastrointestinal diseases, infections, conditions and/or problems	77873410	14-May-2013	4335141
FENOGLIDE	United States of America	5	Class 5: pharmaceutical products, namely, lipid and triglyceride reducing agents	77381746	04-Nov-2008	3528941
ZEGERID OTC	United States of America	5	Pharmaceutical preparations for the treatment of gastrointestinal problems and diseases.	77377274	25-May-2010	3793654