

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VistaPharm, Inc.		12/21/2015	INC. ASSOCIATION:
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2550308	VISTAPHARM	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9600		
Email:	oandrews@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	ONE INTERNATIONAL PLACE		
Address Line 4:	BOSTON, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	70578.008		
NAME OF SUBMITTER:	Scott P. Thurman		
SIGNATURE:	/Scott P. Thurman/		
DATE SIGNED:	12/29/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of December 21, 2015 (this “Agreement”), among VistaPharm, Inc. (the “Grantor”) and Ares Capital Corporation, as Administrative Agent (in such capacities and together with successors in such capacities, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of December 21, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Vertice Pharma UK Holdings Limited, a limited company incorporated and registered in England and Wales with company number 09835862, as Holdings, Vertice Pharma UK Intermediate Limited, a limited company incorporated and registered in England and Wales with company number 09835948, as Intermediate Parent, VistaPharm Acquisition Corp., an Alabama corporation, as the Initial Borrower, VistaPharm, Inc., an Alabama corporation, as the Company and, from and after the consummation of the Acquisition and the Borrower Assumption, the Borrower, the Lenders from time to time party thereto and Ares Capital Corporation, as Administrative Agent, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Vertice Pharma, LLC, a Delaware limited liability corporation, VistaPharm Acquisition Corp., VistaPharm, Inc., Vertice Pharma UK Intermediate Limited, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and to induce the relevant Secured Parties to enter into agreements with respect to Secured Cash Management Obligations or Secured Swap Obligations, as the case may be, and as consideration for Loans previously made and Letters of Credit previously issued and agreements previously entered into with respect to Secured Cash Management Obligations and Secured Swap Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the 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 Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks and Trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof (the “Trademark Collateral”) (the “Trademark Collateral”). This Agreement shall not be deemed to grant a security interest in any Trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative 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 Trademark Collateral under this Agreement.

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 or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

VISTAPHARM, INC.,
as Grantor

By: 
Name: Don DeGolyer
Title: Chief Executive Officer

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name:
Title:

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

VISTAPHARM, INC.,
as Grantor

By: _____
Name:
Title:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: Mitchell Goldstein
Title: Authorized Signatory

Schedule I

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status	Owner
VISTAPHARM	U.S.	2,550,308	3/19/2002	Registered	VistaPharm, Inc.