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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		

900422334 REEL: 006160 FRAME: 0787

TRADEMARK_

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

source=Wellspring - Trademark Security Agreement [Executed]#page1.tif source=Wellspring - Trademark Security Agreement [Executed]#page2.tif source=Wellspring - Trademark Security Agreement [Executed]#page3.tif source=Wellspring - Trademark Security Agreement [Executed]#page4.tif source=Wellspring - Trademark Security Agreement [Executed]#page5.tif

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**").

$\underline{W}\underline{I}\underline{T}\underline{N}\underline{E}\underline{S}\underline{S}\underline{E}\underline{T}\underline{H}$:

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. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. 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. <u>Termination</u>. 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. <u>Counterparts</u>. 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. <u>Governing Law.</u> 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

Name: John Dowers

Title: President, Chief Executive Officer and

Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006160 FRAME: 0790

AGREED AND ACCEPTED as of the date first written above:

NXT CAPITAL, LLC,

as Agent

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARK REGISTRATION AND APPLICATION NUMBERS

	Application Number/ Application	Registration Number/ Registration	
Trademark	Date	Date	Owner
FDS PERSONALS	85889897	4598157	WELLSPRING
	3/28/2013	9/2/2014	PHARMACEUTICAL
ED 6	05561655	4500000	CORPORATION
FDS	85761657	4580860	WELLSPRING
	10/23/2012	8/5/2014	PHARMACEUTICAL
WEED STOMA OUS SALMAND	05050507	4100275	CORPORATION
KEEP STOMACHS CALM AND	85250507	4199375	WELLSPRING
CARRY ON	2/24/2011	8/28/2012	PHARMACEUTICAL
		2025-11	CORPORATION
FEMININE.DISCREET.SENSUAL.	77578941	3835714	WELLSPRING
	9/25/2008	8/17/2010	PHARMACEUTICAL
			CORPORATION
BARRIERE	77572985	3877422	WELLSPRING
	9/18/2008	11/16/2010	PHARMACEUTICAL
			CORPORATION
GLAXAL BASE	77545009	3674239	WELLSPRING
nr ran	8/12/2008	8/25/2009	PHARMACEUTICAL
Glaxal/Base			CORPORATION
GLAXAL BASE	77382002	3664440	WELLSPRING
GENANCE BIXGE	1/28/2008	8/4/2009	PHARMACEUTICAL
	1/20/2000	01412007	CORPORATION
Design Only	78075343	2599688	WELLSPRING
Design Only	7/24/2001	7/23/2002	PHARMACEUTICAL
	772472001	112312002	CORPORATION
Design Only	78075345	2606065	WELLSPRING
	7/24/2001	8/6/2002	PHARMACEUTICAL CORPORATION

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

RECORDED: 09/25/2017