

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554079

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Curax Pharmaceuticals LLC		12/13/2019	Limited Liability Company: DELAWARE
Nalpropion Pharmaceuticals LLC		12/13/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB
Street Address:	500 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2850561	ICAR
Registration Number:	3477986	SILENOR
Registration Number:	4844994	SILENOR A GOOD DAY STARTS AT NIGHT
Registration Number:	4862464	A GOOD DAY STARTS AT NIGHT
Registration Number:	4967840	SILENOR DOXEPIN TABLETS
Registration Number:	3583386	TREXIMET
Registration Number:	3493620	TREXIMET
Registration Number:	5580314	TREXIMET
Registration Number:	5013268	ONZETRA
Registration Number:	5013269	XSAIL
Registration Number:	3897832	PERNIX
Registration Number:	5024315	PRESCRIPTIONS DIRECT
Registration Number:	5885463	CYPRESS PHARMACEUTICAL, INC.
Registration Number:	2684051	PEDIATEX
Registration Number:	2764357	BROVEX
Registration Number:	2748943	ALDEX
Registration Number:	2738086	Z-COF

CH \$890.00 2850561

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3396807	OREXIGEN
Registration Number:	3396021	OREXIGEN
Registration Number:	3393576	CONTRACE
Registration Number:	5181874	CONTRACE
Registration Number:	5586961	GET CONTRAVE NOW
Registration Number:	4584983	WEIGHTMATE
Serial Number:	88363434	CURRAX
Serial Number:	88404065	CURRAX PHARMACEUTICALS LLC
Serial Number:	88635943	CURACCESS
Serial Number:	88635971	CURXACCESS PATIENT SUPPORT PROGRAM
Serial Number:	88554281	MACOVEN
Serial Number:	88554302	MACOVEN
Serial Number:	88554315	HAWTHORN
Serial Number:	88550545	CYPRESS
Serial Number:	88415221	CYPRESS PHARMACEUTICAL, INC.
Serial Number:	87292362	BRAINS BEHIND WEIGHT LOSS
Serial Number:	88044499	NALPROPION PHARMACEUTICALS
Serial Number:	88002407	NALPROPION

CORRESPONDENCE DATA

Fax Number: 2127352000
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: 212-735-2811
Email: mribando@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	111760/7
NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	12/19/2019

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 13, 2019, is among Currax Pharmaceuticals LLC, a Delaware limited liability company, and Nalpropion Pharmaceuticals LLC, a Delaware limited liability company (each, a "Grantor" and collectively, the "Grantors"), and Wilmington Savings Fund Society, FSB, in its capacity as collateral agent for each member of the Lender Group (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

A. Currax Holdings USA LLC, a Delaware limited liability company, as the borrower (the "Borrower") is party to that certain Senior Secured Amended Credit Agreement, dated as of May 31, 2019 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Currax Holdings LLC, a Delaware limited liability company ("Parent"), as a Guarantor, the Grantors as Guarantors, the other Guarantors party thereto from time to time, and the Agent and other members of the Lender Group party thereto from time to time, pursuant to which the Lenders have made or from time to time may agree to make Loans and other extensions of credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

B. In order to induce the Lender Group to enter into the Credit Agreement, the Grantors entered into (i) that certain Security Agreement, dated as of May 31, 2019 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), made by the Borrower, Parent and the other Grantors in favor of the Agent, (ii) that certain Incremental Agreement and Amendment No. 1, dated as of September 26, 2019, by and among the Borrower, Parent, Currax Pharmaceuticals LLC and the Agent and/or (iii) that certain Assumption Agreement, dated as of September 26, 2019, by Nalpropion Pharmaceuticals LLC in favor of the Agent, as applicable, pursuant to which each Grantor has granted to Agent, for the benefit of the Lender Group, a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under all Collateral, including, without limitation, the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, acceleration, demand or otherwise, of all Secured Obligations (as defined in the Security Agreement).

C. The Grantors and the Lender Group contemplate and intend that Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under, among other agreements, the Credit Agreement and the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), subject in all respects to the terms and provisions of such agreements, in connection with all of Grantors' right, title and interest in such Trademark Collateral.

D. Pursuant to the Credit Agreement, the Security Agreement and the other Loan Documents, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1 DEFINED TERMS

Unless otherwise defined herein, capitalized 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 TRADEMARKS

Each Grantor hereby unconditionally grants and pledges and confirms any grant or pledge made pursuant to the Security Agreement, as the case may be, to the Agent, for the ratable benefit of the Lender Group, of a security interest in, and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized thereby, including but not limited to the registered Trademarks listed in Schedule A, in each case whether registered or unregistered, now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, the term "Trademark Collateral" shall not include any "intent-to-use" application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law.

SECTION 3 SECURITY FOR OBLIGATIONS

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due of all Secured Obligations.

SECTION 4 SECURITY AGREEMENT

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lender Group, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 5 RECORDATION

The Grantors hereby authorize and request that the Register of Trademarks and any other applicable government officer record this Agreement.

SECTION 6 MISCELLANEOUS

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING SUBMISSION TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.13 AND 8.15 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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 agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

In entering into this Agreement, and in taking (or refraining from) any actions under or

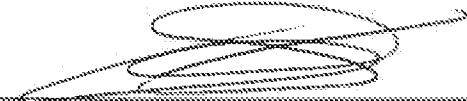
pursuant to this Agreement, the Agent shall be protected by and shall enjoy all of the rights, immunities, protections and indemnities granted to it under the Credit Agreement, the Security Agreement and the other Loan Documents.

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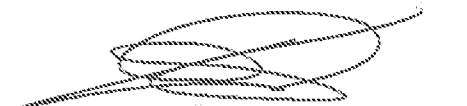
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CURRAX PHARMACEUTICALS LLC

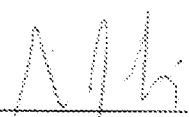
By: 
Name: Erika Sensta
Title: Vice President

NALPROPION PHARMACEUTICALS LLC

By: 
Name: Erika Sensta
Title: Vice President

AGENT:

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Agent

By:  _____

Name:




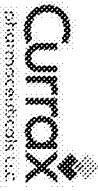
Title:




Geoffrey J. Lewis
Vice President

SCHEDULE A

Attached.




REGISTERED AND PENDING TRADEMARKS

Trademarks					
CURRAX PHARMACEUTICALS LLC OWNED REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS					
Mark	Country	Serial No.	Reg. No.	Reg. Date	
 Tear	US	76525101	2850561	06/08/2004	
SILENOR	US	78/640,504	3477986	7/29/2008	
SILENOR A Good Day Starts at Night	US	86570195	4,884,994	11/3/2015	
A Good Day Starts at Night	US	86570159	4862464	12/1/2015	
A Good Day Starts at Night	US	86714322	4967840	5/31/2016	
 silenor	US	77583186	3583386	3/3/2009	
 Treximet	US	77230134	3493620	8/26/2008	
Treximet	US	87822189	5580314	10/9/2018	
ONZETRA	US	86071009	5,013,268	8/2/2016	
XSAIL	US	86071025	5,013,269	8/2/2016	
Permix	US	77779507	3,897,832	12/28/2010	
PRESCRIPTIONS DIRECT	US	86767098	5,024,315	8/22/2016	
Currax	US	88363434			
 Currax <small>Pharmaceuticals, LLC</small>	US	88404065			

Curaccess	US	88635943		
	US	88635971		
Macoven	US	88554281		
MACOVEN	US	88554302		
Hawthorn	US	88554315		
CYPRESS PHARMACEUTICAL, INC.	US	88415208	5885463	10/15/2019
	US	88550545		
	US	88415221		
Pediatex	US	75775487	2684051	04/04/2003
Brovex	US	78176952	2764357	09/16/2003
Aldex	US	78126667	2748943	08/05/2003
Z-Cof	US	76258253	2738086	07/15/2003

Trademarks

NALPROPION PHARMACEUTICALS LLC OWNED REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark	Serial No. (App. Date)	Reg. No. (Reg. Date)
United States	OREXIGEN	78/960,760 (8/25/2006)	3396807 (3/11/2008)
United States	 OREXIGEN	78/718,907 (9/22/2005)	3396021 (3/11/2008)
United States	BRAINS BEHIND WEIGHT LOSS	87/292,362 (1/06/17)	
United States	CONTRAVE	78/979,619 (1/6/2006)	3393576 (3/4/2008)
United States	 Contrave	86/026,234 (8/1/13)	5,181,874 (4/11/17)
United States	GET CONTRAVE NOW	87/301,815 (1/13/17)	5586961 (10/16/18)
United States	WEIGHTMATE	85/643,605 (6/05/12)	4584983 (8/12/14)
United States	 Nalpropion PHARMACEUTICALS	88044499 (7/19/2018)	
United States	NALPROPION	88002407 (6/5/2018)	

TRADEMARK

REEL: 006836 FRAME: 0989

RECORDED: 12/19/2019