

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579478

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ASSERTIO THERAPEUTICS, INC.		06/02/2020	Corporation: 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:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3604419	ACUFORM
Serial Number:	87827628	ASSERTIO
Serial Number:	88019519	ASSERTIO
Registration Number:	3677383	CAMBIA
Registration Number:	4541984	CAMBIA
Registration Number:	2112593	DEPOMED
Registration Number:	3865964	DEPOMED
Registration Number:	4139790	DEPOMED
Registration Number:	4781715	G
Registration Number:	4605029	HEAR ME
Registration Number:	2346573	PROSORB
Registration Number:	5179344	SIMPLESCRIPT
Registration Number:	3725984	ZIPSOR
Registration Number:	3732682	ZIPSOR

CORRESPONDENCE DATA

Fax Number: 2126983599

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.

CH \$365.00 3604419

Phone: 2126983500
Email: PATENTS@DECHERT.COM
Correspondent Name: DECHERT LLP
Address Line 1: 1095 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 389818-134497

NAME OF SUBMITTER: Erin Peacock

SIGNATURE: /Erin Peacock/

DATE SIGNED: 06/03/2020

Total Attachments: 9

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”) is dated as of June 2, 2020, by and among ASSERTIO THERAPEUTICS, INC., a Delaware corporation with an address at 100 South Saunders Rd., Suite 300, Lake Forest, Illinois, 60045 (the “Grantor”), WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as Trustee (and its successors under the Indenture (as defined below), in such capacity, the “Trustee”), and WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as collateral agent for the Secured Parties (as defined below) (and its successors under the Indenture, in such capacity, the “Collateral Agent”).

PRELIMINARY STATEMENT

WHEREAS pursuant to the terms, conditions and provisions of an Indenture dated as of January 31, 2019 (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Indenture”), between Assertio Holdings, Inc., a Delaware corporation (the “Issuer”), the Grantor, the other guarantors from time to time party thereto and the Trustee, the Issuer has issued the Securities, which may be guaranteed on a senior secured basis by each of the Subsidiary Parties, including the Grantor;

WHEREAS, pursuant to the terms of the Indenture, the Grantor has agreed to execute and deliver a Supplement No. 1 to Collateral Agreement, dated as of the date hereof (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time), which supplements the Collateral Agreement, dated as of January 31, 2019 (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the terms of the Collateral Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on, the Grantor's rights, titles and interests in and to all present and future copyrights, patents, trademarks, and related licenses and rights for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Collateral Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Collateral Agent, on the terms set forth in and subject to the Collateral Agreement, a continuing first-priority lien and security interest (subject to Permitted Liens) in all of the Grantor’s rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”) and the Parties agree to have the Permitted Liens registered in the United States Patent and Trademark Office:

A. all of its trademark applications and registrations set forth in Schedule I hereto (the “Trademarks”);

B. all goodwill of the business associated with the Trademarks; and

C. all products and proceeds of the Trademarks, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademarks or any Trademarks exclusively licensed under any intellectual property license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any intellectual property license.

III. SECURITY FOR SECURED OBLIGATIONS. The grant of a lien and security interest in the Trademark Collateral by the Grantor pursuant to this Agreement secures prompt payment to the Secured Parties of the Obligations. This Agreement and the lien and security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter.

IV. COLLATERAL AGREEMENT. The lien and security interest granted pursuant to this Agreement is granted in conjunction with the lien and security interests granted to Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

V. AUTHORIZATION TO SUPPLEMENT. The Grantor hereby authorizes Collateral Agent to modify this Agreement by amending Schedule I to include any new trademark rights of the Grantor in accordance with the provisions of the Collateral Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

VI. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

VII. BINDING EFFECT. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, the Grantor shall not assign or delegate any of its rights or duties under this Agreement without the prior written consent of the Collateral Agent, and any

attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms hereof or of the Collateral Agreement.

VIII. CAPTIONS. The captions contained in this Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

IX. TERMINATION AND RELEASE. This Agreement shall terminate in accordance with the Collateral Agreement.

X. ENTIRE AGREEMENT. This Agreement, together with the Collateral Agreement, other Indenture Documents and the other Security Documents (as defined in the Indenture), embodies the entire agreement and understanding between the Grantor and the Collateral Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantor and the Collateral Agent relating to the Trademark Collateral.

XI. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

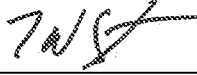
XII. AMENDMENTS. Other than as permitted pursuant to the Collateral Agreement, neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Collateral Agreement.

XIII. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT LOCAL LAW GOVERNS THE CREATION, PERFECTION, PRIORITY OR ENFORCEMENT OF SECURITY INTERESTS.**

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ASSERTIO THERAPEUTICS, INC.

By:  _____

Name: Todd N. Smith

Title: President and Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent
500 Delaware Avenue
Wilmington, DE 19801

By: 

Name: Raye Goldsborough



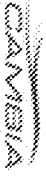

Title: Assistant Vice President





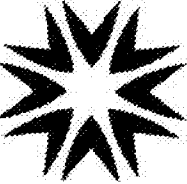
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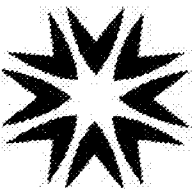
TRADEMARK
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Schedule J
to
GRANT OF SECURITY INTEREST IN TRADEMARKS

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
ACUFORM	CANADA	REGISTERED	1307059	6/27/2006	TMA771374	7/6/2010
ACUFORM	EU	REGISTERED	5152517	6/21/2006	5152517	10/4/2007
ACUFORM	US	REGISTERED	78781863	12/28/2005	3604419	4/7/2009
ASSERTIO	CANADA	PENDING	1917050	8/28/2018		
ASSERTIO	EU	REGISTERED	17948414	8/29/2018	17948414	12/12/2019

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
ASSERTIO	US	ALLOWED	87827628	3/9/2018		
	US	ALLOWED	88019519	6/28/2018		
CAMBIA	CANADA	REGISTERED	1492818	8/18/2010	TMA806381	9/9/2011
CAMBIA	US	REGISTERED	77441592	4/7/2008	3677383	9/1/2009
	CANADA	REGISTERED	1648121	10/21/2013	TMA906472	6/17/2015
	US	REGISTERED	85907106	4/17/2013	4541984	6/3/2014
DEPOMED	US	REGISTERED	74556760	8/3/1994	2112593	11/11/1997
	EU	REGISTERED	5152491	6/21/2006	5152491	6/21/2006

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
	CANADA	REGISTERED	1307060	6/27/2006	TMA815153	1/9/2012
	US	REGISTERED	78781903	12/28/2005	3865964	10/19/2010
	US	REGISTERED	85114403	8/24/2010	4139790	5/8/2012
	US	REGISTERED	86472401	12/5/2014	4781715	7/28/2015
HearMe))	US	REGISTERED	86186380	2/6/2014	4605029	9/16/2014
PROSORB	US	REGISTERED	75544030	8/28/1998	2346573	5/2/2000
SIMPLESCRIPT	US	REGISTERED	86937116	3/11/2016	5179344	4/11/2017
	EU	REGISTERED	5152566	6/21/2006	5152566	9/20/2007

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
	CANADA	REGISTERED	1583639	6/26/2012	TMA1049110	8/14/2019
ZIPSOR	US	REGISTERED	77219449	6/29/2007	3725984	12/15/2009
ZIPSOR	US	REGISTERED	77681532	3/2/2009	3732682	12/29/2009

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RECORDED: 06/03/2020