

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB		12/21/2021	Federal Savings Bank: DELAWARE
RECEIVING PARTY DATA			
Name:	Assertio Holdings, Inc. (successor to Zyla Life Sciences, f/k/a Egalet Corporation)		
Street Address:	100 South Saunders Road, Suite 300		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: DELAWARE		
Name:	Zyla Life Sciences US Inc. (f/k/a Egalet US, Inc.)		
Street Address:	600 Lee Road, Suite 100		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Corporation: DELAWARE		
Name:	Egalet Limited		
Street Address:	160 Queen Victoria Street		
Internal Address:	c/o Dechert LLP		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4V 4QQ		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4505759	ZORVOLEX	
Registration Number:	4914344	VIVLODEX	
CORRESPONDENCE DATA			
Fax Number:	9494754754		

CH \$65.00 4505759

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: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 23302-00001

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 12/23/2021

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”) is dated as of December 21, 2021, by and among ASSERTIO HOLDINGS, INC. (as successor to Zyla Life Sciences, f/k/a Egalet Corporation), a Delaware corporation with an address at 100 South Saunders Road, Suite 300, Lake Forest, Illinois 60045 (the “Company”), ZYLA LIFE SCIENCES US INC. (f/k/a Egalet US, Inc.), a Delaware corporation with an address at 600 Lee Road, Suite 100, Wayne, Pennsylvania 19087 (“Zyla US”), EGALET LIMITED, a private limited company formed under the law of England and Wales with an address at c/o Dechert LLP, 160 Queen Victoria Street, London EC4V 4QQ United Kingdom (“Egalet UK” and, together with the Company and Zyla US, the “Grantors”), and WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacities as Trustee (in such capacity, together with its successors and assigns in such capacity, the “Trustee”) and as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

PRELIMINARY STATEMENT

WHEREAS pursuant to the terms, conditions and provisions of that certain Indenture dated as of January 31, 2019 (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Indenture”), by and among the Grantors and the Trustee, the Company issued Securities, which are guaranteed on a senior secured basis by each of the Grantors;

WHEREAS, pursuant to the terms of the Indenture, each of the Grantors has agreed to execute and deliver a 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”) to, among other things, induce the Trustee to enter into the Indenture and for the benefit of the Holders of the Securities;

WHEREAS, each of the Grantors has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on, such Grantors’ rights, titles and interests in and to the intellectual property granted pursuant to that certain Grant of Security Interest in Trademarks, dated as of January 31, 2019 (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Grant”), by and among the Grantors, the other subsidiary parties from time to time party thereto, the Trustee and the Collateral Agent;

WHEREAS, the Company has, substantially concurrently with the execution of this Agreement, entered into that certain Asset Transfer Agreement, to be dated as of the date hereof (the “Transfer Agreement”), by and between the Company and Zyla Life Sciences US Inc., a Delaware corporation, as the transferor, iCeutica Operations, LLC, a Delaware limited liability company, as the transferee (the “Transferee”), iCeutica Inc., a Delaware corporation and iCeutica Pty Ltd., an Australian proprietary limited company, pursuant to which the Company has agreed to transfer, among other assets, the Released Collateral (as defined below); and

WHEREAS, pursuant to the terms of the Indenture and the Collateral Agreement, the Grantors shall be entitled to obtain a release of the continuing security interest and liens granted on certain

trademarks under the Grant in accordance with terms thereof.

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, each of the Trustee, the Collateral Agent and Grantors 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 and the Indenture, as the context may require.

II. RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Collateral Agent hereby terminates, releases and discharges all of its liens and security interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Released Collateral"), and the Collateral Agent agrees that Grantors may have this Agreement recorded or registered, as applicable, in the United States Patent and Trademark Office and other respective trademark offices:

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

B. all products and proceeds of the Trademarks, including any claim by such Grantors against third parties for past, present or future (i) infringement of any Trademarks or any Trademarks exclusively licensed under any intellectual property license, including the right to receive any damages, or (ii) right to receive license fees, royalties and other compensation under any intellectual property license.

III. CONDITIONS. The release contemplated in Section II of this Agreement shall be conditioned upon the execution and effectiveness of the Transfer Agreement and the sale of the Released Collateral to the Transferee occurring substantially concurrently with the execution and effectiveness of this Agreement.

IV. FURTHER ASSURANCES. The Grantors hereby acknowledge and affirm the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Collateral (other than the Released Collateral and any other assets sold or disposed of in connection therewith) made and granted under the Grant (if any, as applicable) and the Collateral Agreement. The Collateral Agent agrees (at the sole cost and expense of the Grantors) to execute, acknowledge and deliver to the Grantors all further releases, acknowledgments and other documents, and take all other actions, as may be reasonably requested by the Grantors to effectuate the release of the Released Collateral.

V. 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.

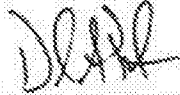
VI. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW**

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, ENFORCEMENT OR RELEASE OF SECURITY INTERESTS.


[signature pages follow]

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


ASSERTIO HOLDINGS, INC.

By: 
Name: Daniel A. Peisert
Title: President and Chief Executive Officer

EGALET LIMITED

By: 
Name: Daniel A. Peisert
Title: Director


ZYLA LIFE SCIENCES US INC.

By: 
Name: Daniel A. Peisert
Title: President and Chief Executive Officer

[Signature Page to Release of Security Interest in Trademarks]

ACCEPTED AND ACKNOWLEDGED BY:

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

By:  _____

Name: Raye Goldsborough

Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007541 FRAME: 0284

Schedule 1

to

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Assignee	Mark	Country	RegNo
Egalet US Inc.	ZORVOLEX	UNITED STATES	4,505,759
	VIVLODEX	UNITED STATES	4,914,344