

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wellspring Pharmaceutical Corporation		04/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC		
Street Address:	430 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1318849	COMPLEX 15	
Registration Number:	0795897	SOLARCAINE	
Registration Number:	0534375	SOLARCAINE	
Registration Number:	1413916	SOLARCAINE	
Registration Number:	6403540	A+D	
Registration Number:	3326818	A+D	
Registration Number:	2547314	A+D	
Registration Number:	2104260	A + D	
CORRESPONDENCE DATA			
Fax Number:			
<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:	714.668.6200		
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive		
Address Line 2:	Seventeenth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$215.00 1318849

NAME OF SUBMITTER:	John Kline
SIGNATURE:	/s/ John Kline
DATE SIGNED:	04/06/2023
Total Attachments: 4 source=Project Allison - Trademark Security Agreement (2023) (Executed)(169509827_1)#page1.tif source=Project Allison - Trademark Security Agreement (2023) (Executed)(169509827_1)#page2.tif source=Project Allison - Trademark Security Agreement (2023) (Executed)(169509827_1)#page3.tif source=Project Allison - Trademark Security Agreement (2023) (Executed)(169509827_1)#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 3, 2023 (this “Agreement”), by Wellspring Pharmaceutical Corporation, a Delaware corporation (the “Grantor”), in favor of Churchill Agency Services 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 “Administrative Agent”), for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of August 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including without limitation, those Trademarks listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative 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 Agreement.

SECTION 5. Counterparts. This 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 Agreement by signing and delivering one or more counterparts.

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, without regard to its conflicts of laws principles.

[Signature pages follow]

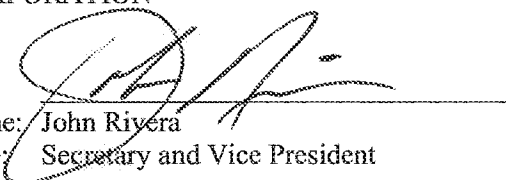
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WELLSPRING PHARMACEUTICAL
CORPORATION

By:

Name: John Rivera

Title: Secretary and Vice President

A handwritten signature in black ink, appearing to read "John Rivera", is written over a horizontal line. The signature is stylized and cursive.

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008035 FRAME: 0600

**Churchill Agency Services LLC, as
Administrative Agent**

By: Mark Tamburello
Name: Mark Tamburello
Title: Managing Director

Schedule I

Trademark Registrations and Applications

Trademark	Application Date	Application Number	Registration Date	Registration Number	Owner Name
COMPLEX 15	2/04/1983	73/412254	2/12/1985	1318849	Wellspring Pharmaceutical Corporation
SOLARCAINE	9/23/1964	72/202501	9/14/1965	795897	Wellspring Pharmaceutical Corporation
SOLARCAINE	9/13/1949	71/584773	12/05/1950	534375	Wellspring Pharmaceutical Corporation
SOLARCAINE	04/04/1986	73/591685	10/21/1986	1413916	Wellspring Pharmaceutical Corporation
A+D	11/09/2020	90/306795	6/29/2021	6403540	Wellspring Pharmaceutical Corporation
A+D	11/10/2005	78/751431	10/30/2007	3326818	Wellspring Pharmaceutical Corporation
A+D	6/27/2001	76/277518	3/12/2002	2547314	Wellspring Pharmaceutical Corporation
A+D (and device, stylized)	6/06/1996	75/117069	10/07/1997	2104260	Wellspring Pharmaceutical Corporation