

03/27/2012

Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/31/201



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RE

103642782

3/27/12

**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ALMATICA PHARMA INC.

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) MARCH 27, 2012

- Assignment
- Security Agreement
- Other SECURITY INTEREST
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: U.S. BANK NATIONAL ASSOCIATION,  
Internal as Collateral Agent for the Secured Part

Address: CORPORATE TRUST SERVICES

Street Address: ONE FEDERAL STREET, 3RD FLOOR

City: BOSTON

State: MA

Country: UNITED STATES Zip: 02110

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other NATIONAL BANKING ASSOCIATION

Citizenship UNITED STATES  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,492,883 / 1,239,148 / 1,246,810 / 843,999 / 1,252,117 / 1,262,183

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: CYNTHIA PYUN, ESQ.

Internal Address: \_\_\_\_\_

PILLSBURY WINTHROP SHAW PITTMAN LLP

Street Address: 1540 BROADWAY

City: NEW YORK

State: NY Zip: 10036-4039

Phone Number: 212-858-1000

Fax Number: 212-226-4028

Email Address: kevin.davis@pillsburylaw.com

**6. Total number of applications and registrations involved:**

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 033975

Authorized User Name KEVIN R. DAVIS

9. Signature: Cynthia Pyun  
Signature

3/27/12  
Date

CYNTHIA PYUN

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 004746 FRAME: 0724**

## TRADEMARK COLLATERAL AGREEMENT<sup>1</sup>

This TRADEMARK COLLATERAL AGREEMENT, dated as of March 27, 2012, is entered into by ALMATICA PHARMA INC., a Delaware corporation (the "Grantor"), and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (as defined below) (the "Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to an Intellectual Property Purchase and Transfer Agreement dated as of the date hereof, entered into by Grantor and other parties thereto, Grantor acquired all right, title, and interest in and to the Trademark Collateral (defined below), together with all of the goodwill associated therewith, and all right for Grantor to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement, violations or misappropriations of any of the forgoing, that have occurred or may occur;

WHEREAS, pursuant to that certain Collateral Agreement dated as of the date hereof by and between Grantor, Collateral Agent and the other parties party thereto (the "Collateral Agreement"), Grantor has agreed to grant to the Collateral Agent a first-priority lien and security interest in its Proprietary Rights (subject to Permitted Liens) including trademark applications and registrations; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to the Collateral Agent this Trademark Collateral 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, Grantor hereby agrees as follows:

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

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<sup>1</sup> Notwithstanding any other provision contained herein, this Trademark Collateral Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Senior Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Trademark Collateral Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

Notwithstanding anything to the contrary herein, in any Indenture Document or any ABL Document (as such term is defined in the Intercreditor Agreement), the Grantor shall not be required to act or refrain from acting (a) pursuant to any Indenture Document solely with respect to any ABL First Lien Collateral in any manner that would cause a default under any ABL Document, or (b) pursuant to any ABL Document solely with respect to any Noteholder First Lien Collateral in any manner that would cause a default under any Indenture Document. For avoidance of doubt and for the purposes of this paragraph only, the terms Indenture Document and ABL Document do not include the Intercreditor Agreement

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Collateral Agent a continuing first-priority lien and security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its trademark 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 such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark 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.

3. SECURITY FOR SECURED OBLIGATIONS. The grant of a lien and security interest in the Trademark Collateral by Grantor pursuant to this Trademark Collateral Agreement secures prompt payment to the Secured Parties of the Obligations. This Trademark Collateral Agreement and the lien and security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Collateral Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a proceeding commenced by or against Grantor under any provision of the Bankruptcy Code (or under any other applicable foreign bankruptcy, insolvency, receivership or similar law) or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

4. COLLATERAL AGREEMENT. The lien and security interest granted pursuant to this Trademark Collateral Agreement is granted in conjunction with the lien and security interests granted to Collateral Agent pursuant to the Collateral Agreement. 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 Trademark Collateral Agreement and the Collateral Agreement, the Collateral Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Collateral Agent to modify this Trademark Collateral Agreement by amending Schedule I to include any new trademark rights of Grantor in accordance with the provisions of the Collateral Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Collateral 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.

6. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Trademark Collateral 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 Trademark Collateral 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 Trademark Collateral 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 Trademark Collateral 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 Trademark Collateral Agreement or any instrument or agreement required hereunder.

7. BINDING EFFECT. The provisions of this Trademark Collateral 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 hereunder 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.

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

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

10. ENTIRE AGREEMENT. This Trademark Collateral Agreement, together with the Collateral Agreement, other Indenture Documents and the other Security Documents, 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.

11. COUNTERPARTS. This Trademark Collateral 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 Trademark Collateral Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

12. AMENDMENTS. Other than as permitted pursuant to the Collateral Agreement, neither this Trademark Collateral 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.

13. GOVERNING LAW. THIS TRADEMARK COLLATERAL 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, Grantor has caused this Trademark Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALMATICA PHARMA INC., a Delaware corporation

By:           *KM Bain*            
Name:           *Kevin M. Bain*            
Title:           *CFO*          

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[Signature page to Trademark Collateral Agreement]

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

ALMATICA PHARMA INC., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent

By:  \_\_\_\_\_



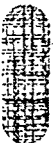

Name Alison D.B. Nadeau

Title Vice President

[Signature page to Trademark Collateral Agreement]

SCHEDULE I  
to  
TRADEMARK COLLATERAL AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>GOODS</u>
MACROBID	1492883	June 21, 1988	Urinary tract antibacterial, in class 5
MACRODANTIN and Capsule Design			
	1239148	May 24, 1983	A urinary tract antibacterial, in class 5
MACRODANTIN and Capsule Design			
	1246810	August 2, 1983	A urinary tract antibacterial, in class 5
MACRODANTIN	0843999	February 13, 1968	Pharmaceutical preparation containing nitrofurantoin in class 5
Capsule Design			
	1252117	September 27, 1983	A urinary tract antibacterial, in class 5
Capsule Design			
	1262183	December 27, 1983	A urinary tract antibacterial in capsule form, in class 5



**Trademark Licenses**

500994923v2

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**RECORDED: 03/27/2012**

**TRADEMARK  
REEL: 004746 FRAME: 0732**