

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZIONS FIRST NATIONAL BANK		12/02/2015	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wellspring Pharmaceutical Corporation		
Street Address:	5911 North Honore Avenue		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34243		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3877422	BARRIERE	
Registration Number:	3674239	GLAXAL BASE	
Registration Number:	3664440	GLAXAL BASE	
Registration Number:	2264700		
Registration Number:	1070508	DUVOID	
Registration Number:	0997843	MICATIN	
Registration Number:	0536728	EMETROL	
Registration Number:	0378528	GELUSIL	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith, Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	WSP RELEASE 1 (HS)		

CH \$215.00 3877422

NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	01/06/2016
Total Attachments: 3 source=Wellspring - IP Release 1 (Executed)_(38798874_1)#page1.tif source=Wellspring - IP Release 1 (Executed)_(38798874_1)#page2.tif source=Wellspring - IP Release 1 (Executed)_(38798874_1)#page3.tif	

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of December 2, 2015, is made by ZIONS FIRST NATIONAL BANK (the "Secured Party") in favor of Wellspring Pharmaceutical Corporation, a Delaware corporation (the "Grantor"), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Credit Agreement dated as of October 19, 2011 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement") and that certain Security Agreement dated as of October 19, 2011 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"), by and among the Grantor, WSP Intermediate Corp., WSP Parent Corp., Wellspring Holding Corporation and Secured Party in its capacity as administrative agent for the lenders party thereto from time to time and pursuant to that certain Trademark Security Agreement, dated as of October 19, 2011, by the Grantor in favor of Secured Party (the "Trademark Security Agreement"), the Grantor granted security interests to Secured Party in certain intellectual property owned by the Grantor, including those listed on Annex I attached hereto (the "Intellectual Property Collateral"); and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "USPTO") on October 19, 2011 at Reel 004644, Frame 0656.

WHEREAS, the Grantor has satisfied the terms of the Security Agreement and requests a specific release of the security interest granted and recorded against the Intellectual Property Collateral.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby RELEASES, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the Intellectual Property Collateral, together with the goodwill of the business symbolized thereby, whether granted pursuant to the Trademark Security Agreement or any other agreement or document delivered in connection with the Security Agreement or Credit Agreement, and the Secured Party hereby reassigns any and all such right, title and interest that the Secured Party may have in, to and under the Intellectual Property Collateral to the Grantor.

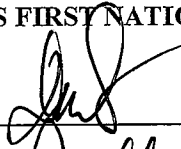
The Secured Party agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required or desirable to effect the release of the Secured Party's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party has executed this Release as of the date first above written.

ZIONS FIRST NATIONAL BANK

By: 

Name: Donald L. Bonds

Title: Sr. Vice President

ANNEX I

TRADEMARK	REG. NO./ REG. DATE
Barriere	3877422 11/06/10
Glaxal Basal	3674239 08/25/09
Glaxal Base	3664440 08/04/09
Design Only	2264700 07/27/99
Duvoid	1070508 08/02/77
Micatin	997843 11/12/74
Emetrol	536728 01/16/51
Gelusil	378528 06/11/40