

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449606

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foundation Consumer Healthcare, LLC		11/02/2017	Limited Liability Company: DELAWARE
Theravent, Inc.		11/02/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC, as collateral agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1251488	CAMPHO-PHENIQUE
Registration Number:	0436204	ST. JOSEPH
Registration Number:	0788673	BRONKAID
Registration Number:	1795568	SJ
Registration Number:	4506970	ST. JOSEPH
Registration Number:	4502764	ST. JOSEPH
Registration Number:	0406720	NEO-SYNEPHRINE
Registration Number:	3668752	CAMPHO-PHENIQUE
Registration Number:	4393523	THERAVENT
Registration Number:	4769400	AFTERA
Registration Number:	3422516	PLAN B
Registration Number:	5123142	
Registration Number:	5123143	
Registration Number:	3904379	PLAN B ONE-STEP
Registration Number:	3904437	PLAN B ONE-STEP
Registration Number:	3904329	PLAN B ONE-STEP
Registration Number:	4573751	TAKE ACTION
Registration Number:	4277084	NEXT CHOICE ONE DOSE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3680666	NEXT CHOICE
Serial Number:	86526472	NO ONE KNOWS NOSES LIKE NEO-SYNEPHRINE
Serial Number:	87272905	FOR EVERY BREATH
Serial Number:	87486669	PUT A LITTLE LOVE IN YOUR HEART
Serial Number:	87639735	THE ANSWER IS RIGHT UNDER YOUR NOSE
Serial Number:	87368907	NO BS. JUST PLAN B ONE-STEP

CORRESPONDENCE DATA

Fax Number: 2125935955
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: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1742
NAME OF SUBMITTER:	Scott Kareff (014951-1742)
SIGNATURE:	/kc for sk/
DATE SIGNED:	11/02/2017

Total Attachments: 7
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Trademark Security Agreement

This **Trademark Security Agreement** (this "Trademark Security Agreement"), dated as of November 2, 2017, made by FOUNDATION CONSUMER HEALTHCARE, LLC and THERAVENT, INC. (each individually, a "Grantor", and, collectively, the "Grantors"), in favor of CERBERUS BUSINESS FINANCE, LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below) and as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantors are party to the Guarantee and Collateral Agreement, dated as of November 2, 2017 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following property (wherever located), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) Trademarks, including those listed on Schedule I attached hereto;
- (b) Trademark Licenses, including those listed on Schedule I attached hereto
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, no security interest is or will be granted pursuant to this Trademark Security Agreement in any right, title or interest of any Grantor under or in, and the term "Trademark Collateral" shall not include, any Excluded Assets (including, for the avoidance of doubt, "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, at which point the provisions of this Trademark Security Agreement shall automatically apply thereto).

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than contingent obligations for which no claim has been made) then due and owing shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (except for Letters of Credit that have been cash collateralized or otherwise provided for in a manner reasonably satisfactory to the relevant Issuing Bank), all Trademark Collateral shall be automatically released from the Liens created hereby, and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall deliver to such Grantor any Trademark Collateral held by the Collateral Agent hereunder, and the Collateral Agent and the Administrative Agent shall execute and deliver to such Grantor such documents (including without limitation UCC termination statements) as such Grantor shall reasonably request to evidence such termination.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. **Subsections 9.11, 9.12 and 9.14 of the Guarantee and Collateral Agreement are incorporated herein, mutatis mutandis, as if a part hereof.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

FOUNDATION CONSUMER
HEALTHCARE, LLC, as Grantor

By: May Petracco
Name: May Petracco
Title: Vice President of Finance and Operations

THERAVENT, INC., as Grantor

By: May Petracco
Name: May Petracco
Title: Chief Financial Officer

Accepted and Agreed:

CERBERUS BUSINESS FINANCE, LLC
as Collateral Agent

By: _____

Name: Daniel E. Wolf,

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006174 FRAME: 0657

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES TRADEMARK APPLICATIONS

United States Trademark Registrations:

Company	Trademark	Registration No.	Application No.	Filing Date	Registration Date
Foundation Consumer Healthcare, LLC	CAMPHO-PHENIQUE	1251488	73376064	22-07-1982	20-09-1983
Foundation Consumer Healthcare, LLC	ST. JOSEPH	0436204	71514773	24-12-1946	27-01-1948
Foundation Consumer Healthcare, LLC	BRONKAID	0788673	72202920	29-09-1964	27-04-1965
Foundation Consumer Healthcare, LLC	SJ	1795568	74200588	03-09-1991	28-09-1993
Foundation Consumer Healthcare, LLC	ST. JOSEPH & DESIGN	4506970	85793726	04-12-2012	01-04-2014
Foundation Consumer Healthcare, LLC	ST. JOSEPH	4502764	85789208	28-11-2012	25-03-2014
Foundation Consumer Healthcare, LLC	NEO-SYNEPHRINE	406720	71465327	26-11-1943	18-04-1944
Foundation Consumer Healthcare, LLC	CAMPHO-PHENIQUE	3668752	77606889	04-11-2008	18-08-2009
Theravent, Inc.	THERAVENT	4393523	85626176	15-05-2012	27-08-2013

Foundation Consumer Healthcare, LLC*	AFTERA	4769400	86066841	17-09-2013	7-7-2015
Foundation Consumer Healthcare, LLC*	PLAN B	3422516	77264027	24-08-2007	6-05-2008
Foundation Consumer Healthcare, LLC*	Design Logo in B&W	5123142	87051054	26-05-2016	17-01-2017
Foundation Consumer Healthcare, LLC*	Design Logo in Color	5123143	87051056	26-05-2016	17-01-2017
Foundation Consumer Healthcare, LLC*	PLAN B ONE-STEP (Blue logo)	3904379	85054966	04-06-2010	11-01-2011
Foundation Consumer Healthcare, LLC*	PLAN B ONE-STEP (Green logo)	3904437	85062880	15-06-2010	11-01-2011
Foundation Consumer Healthcare, LLC*	PLAN B ONE-STEP (word)	3904329	85052985	02-06-2010	11-01-2011
Foundation Consumer Healthcare, LLC*	TAKE ACTION	4573751	86085637	08-10-2013	22-07-2014
Foundation Consumer Healthcare, LLC*	NEXT CHOICE ONE DOSE	4277084	85516936	15-01-2012	15-01-2013
Foundation Consumer Healthcare, LLC*	NEXT CHOICE	3680666	77366454	08-01-2008	08-09-2009

United States Trademark Applications:

Company	Trademark	Registration No.	Application No.	Filing Date	Registration Date
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* Assignment to Foundation Consumer Healthcare, LLC to be recorded following Closing.

Foundation Consumer Healthcare, LLC	NO ONE KNOWS NOSES LIKE NEO-SYNEPHRINE	N/A	86526472	06-02-2015	N/A
Foundation Consumer Healthcare, LLC	FOR EVERY BREATH	N/A	87272905	19-12-2016	N/A
Foundation Consumer Healthcare, LLC	PUT A LITTLE LOVE IN YOUR HEART	N/A	87486669	13-06-2017	N/A
Foundation Consumer Healthcare, LLC	THE ANSWER IS RIGHT UNDER YOUR NOSE	N/A	87639735	10-10-2017	N/A
Foundation Consumer Healthcare, LLC*	NO BS. JUST PLAN B ONE-STEP	N/A	87368907	13-03-2017	N/A

Trademark Licenses:

Distribution Agreement between Women's Capital Corporation and Paladin Labs, Inc., entered into as of December 2, 1999