

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391604

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sloan Pharma S.A.R.L.		07/15/2016	Private Limited Company: LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRG Servicing LLC, as Administrative Agent		
<b>Street Address:</b>	1000 Main Street, Suite 2500		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86555043	ZELNORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<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>			
<b>Phone:</b>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	C, Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	07/15/2016		
<b>Total Attachments: 8</b>			
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**PATENT AND TRADEMARK SECURITY AGREEMENT**

July 15, 2016

WHEREAS, SLOAN PHARMA S.A.R.L., a private limited company governed by the laws of the Grand Duchy of Luxembourg ("**Grantor**"), is party to that certain Security Agreement, dated as of July (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among Grantor, the Guarantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the "**Administrative Agent**"), pursuant to which Grantor has granted in favor of Secured Parties a lien on all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under all of the following, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement):

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

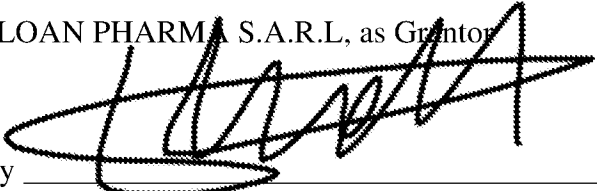
Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

SLOAN PHARMA S.A.R.L, as Grantor



By \_\_\_\_\_

Name: Philippe Van Den Avenne

Title: Class A Manager

By \_\_\_\_\_

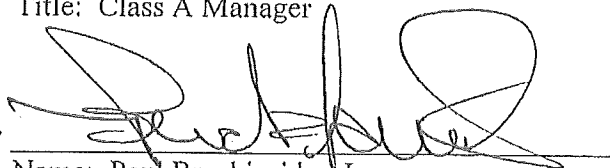
Name: Paul Breckinridge Jones

Title: Class B Manager

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written,

SLOAN PHARMA S.A.R.L, as Grantor

By \_\_\_\_\_  
Name: Philippe Van Den Avenne  
Title: Class A Manager

  
By \_\_\_\_\_  
Name: Paul Breckinridge Jones  
Title: Class B Manager

**Schedule A**  
**to Patent and Trademark Security Agreement**

**PATENTS AND PATENT APPLICATIONS**

<b>Patent Description/Title</b>	<b>Patent Number (if registered) or Serial Number (if applied for only)</b>	<b>Issuance Date (if Registered) or Filing Date (if applied for only)</b>

**Schedule B  
to Patent and Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

US Trademarks

<b>Grantor</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Renewal Date</b>
Sloan Pharma SARL	ZELNORM	86/555,043	5-Mar-2015 Pending	

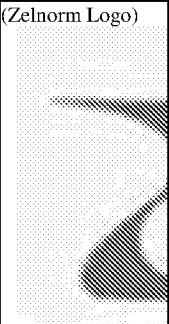


Foreign Trademarks

Grantor	Country	Trademark	Reg. No.	Reg. Date	Renewal Date
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FOREIGN TRADEMARKS TRANSFERRED TO SLOAN PHARMA FROM NOVARTIS PURSUANT TO APA\*

Country	Mark	Status	Application #	File Date	Reg. No.	Reg Date	Goods/ Services
MEXICO	ZELNORM	Registered to Novartis Recordal of assignment to Sloan Pharma in progress	1156374	02/18/2011	1266068	02/09/2012	5 – pharmaceutical Preparations
ECUADOR	ZELMAC	Registered to Novartis Assignment to Sloan Pharma recorded April 2016, pending acceptance certificate (1 year)	117156	09/10/2001	16402	04/17/2002	5 – pharmaceutical preparations
EUROPEAN UNION (CTM)	ZELMAC	Registered to Sloan Pharma Assignment recorded/complete	2054856	01/25/2001	2054856	07/28/2004	5 – pharmaceutical preparations
EUROPEAN UNION (CTM)	ZELNORM	Registered to Sloan Pharma Assignment recorded/complete	2089647	02/15/2001	2089647	11/15/2002	5 – pharmaceutical preparations
MEXICO	ZELMAC	Registered to Novartis Recordal of assignment to Sloan Pharma in progress	239029	08/02/1995	502156	08/29/1995	5 – pharmaceutical preparations
SWITZERLAND	ZELNORM	Registered to Novartis Recordal of assignment to Sloan Pharma in progress	60619/2007	09/25/2007	564889	11/22/2007	5 – pharmaceutical preparations
EUROPEAN UNION (CTM)	ZELNORM	Registered to Sloan Pharma Assignment recorded/complete	6335021	09/26/2007	6335021	08/29/2008	5 – pharmaceutical preparations
GERMANY	ZELMAC	Registered to Sloan Pharma Assignment recorded/complete	640080	07/19/1995	640080	07/19/1995	5 – pharmaceutical preparations
RUSSIA	ZELMAC	Registered to Sloan Pharma Assignment recorded/complete	640080	07/19/1995	640080	07/19/1995	5 – pharmaceutical preparations
MEXICO	VIDA Y COLITIS (LOGO)	Registered to Novartis Recordal of assignment to Sloan Pharma in progress	803872	08/31/2006	1013192	11/26/2007	44 - medical services for patients and physicians
BRAZIL	ZELMAC	Registered to Novartis Assignment to Sloan Pharma recorded June 2016, pending acceptance certificate (2 years)	818638010	07/17/1995	818638010	09/30/1997	5 – pharmaceutical preparations for the treatment of gastrointestinal diseases
BRAZIL	ZELNORM	Registered to Novartis Assignment to Sloan Pharma recorded June 2016, pending acceptance certificate (2 years)	823152685	04/06/2001	823152685	05/29/2007	5 – pharmaceutical Preparations included in this class
BRAZIL	MISCELLANEOUS DESIGN	Registered to Novartis	825157218	01/13/2003	825157218	07/03/2007	5 – pharmaceutical Preparations

	(Zelnorm Logo) 	Assignment to Sloan Pharma recorded June 2016, pending acceptance certificate (2 years)					included in this class
SINGAPORE	ZELMAC	Registered to Sloan Pharma Assignment Recorded/Complete	S/12436/95	12/26/1995	T95/12436 Z	02/06/2001	005 – pharmaceutical preparations

\* This chart lists foreign trademarks acquired by Sloan Pharma from Novartis pursuant to the Sloan Pharma-Novartis Asset Purchase Agreement (“APA”) transaction. All of the marks are registered. Middleton Reutlinger law firm has been in the process of recording the assignment from Novartis to Sloan Pharma in the various countries. Assignments are complete in the EU, Germany, Russia, and Singapore. In the remaining countries, record title will still appear in the name of Novartis, though equitable title has passed to Sloan Pharma pursuant to the APA. Assignments have been filed in Ecuador and Brazil, but it takes 1 – 2 years in these countries for the record to reflect the name change. In Mexico and Switzerland, assignment documents are being processed for recordal