

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TerSera Therapeutics LLC		03/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Newstone Capital Partners, LLC		
Street Address:	3963 Maple Avenue, Suite 100		
Internal Address:	REAGAN PLACE AT OLD PARKLAND		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3859849	ERGOMAR	
Serial Number:	86900284	TERSERA	
Serial Number:	86900292	TERSERA	
Serial Number:	86900298	TERSERA	
Registration Number:	1402790	ZOLADEX	
Registration Number:	1624402	ZOLADEX	
Registration Number:	3370124	SAFESYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	214-661-7324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Suite 3700		
Address Line 2:	c/o Vinson & Elkins LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	NEW626/71008		

OP \$190.00 3859849

NAME OF SUBMITTER:	Shannon Bertino
SIGNATURE:	/Shannon Bertino/
DATE SIGNED:	04/14/2017
Total Attachments: 5 source=TerSera - trademark#page1.tif source=TerSera - trademark#page2.tif source=TerSera - trademark#page3.tif source=TerSera - trademark#page4.tif source=TerSera - trademark#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 30, 2017 is made by TerSera Therapeutics LLC, a Delaware limited liability company ("Grantor"), in favor of Newstone Capital Partners, LLC ("Newstone"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of March 30, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TerSera Therapeutics LLC, a Delaware limited liability company (the "Borrower"), TerSera Intermediate LLC, a Delaware limited liability company, the other Credit Parties, the Lenders from time to time party thereto and Newstone, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to a Second Lien Guaranty and Security Agreement, dated as of March 30, 2017, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

I. DEFINED TERMS. CAPITALIZED TERMS USED HEREIN WITHOUT DEFINITION ARE USED AS DEFINED IN THE GUARANTY AND SECURITY AGREEMENT.

II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. GRANTOR, AS COLLATERAL SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE (WHETHER AT STATED MATURITY, BY ACCELERATION OR OTHERWISE) OF THE SECURED OBLIGATIONS OF GRANTOR, HEREBY MORTGAGES, PLEDGES AND HYPOTHECATES TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES, AND GRANTS TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES A LIEN ON AND SECURITY INTEREST IN, ALL OF ITS RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE FOLLOWING COLLATERAL OF GRANTOR (THE "TRADEMARK COLLATERAL"):

- A. all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- B. all renewals and extensions of the foregoing;
- C. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- D. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

III. GUARANTY AND SECURITY AGREEMENT. THE SECURITY INTEREST GRANTED PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT IS GRANTED IN CONJUNCTION WITH THE SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO THE GUARANTY AND SECURITY AGREEMENT AND GRANTOR HEREBY ACKNOWLEDGES AND AGREES THAT THE RIGHTS AND REMEDIES OF THE AGENT WITH RESPECT TO THE SECURITY INTEREST IN THE TRADEMARK COLLATERAL MADE AND GRANTED HEREBY ARE MORE FULLY SET FORTH IN THE GUARANTY AND SECURITY AGREEMENT, THE TERMS AND PROVISIONS OF WHICH ARE INCORPORATED BY REFERENCE HEREIN AS IF FULLY SET FORTH HEREIN.

IV. GRANTOR REMAINS LIABLE. GRANTOR HEREBY AGREES THAT, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, GRANTOR SHALL ASSUME FULL AND COMPLETE RESPONSIBILITY FOR THE PROSECUTION, DEFENSE, ENFORCEMENT OR ANY OTHER NECESSARY OR DESIRABLE ACTIONS IN CONNECTION WITH ITS TRADEMARKS AND IP LICENSES SUBJECT TO A SECURITY INTEREST HEREUNDER.

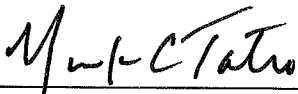
V. COUNTERPARTS. THIS TRADEMARK SECURITY AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS AND BY DIFFERENT PARTIES IN SEPARATE COUNTERPARTS, EACH OF WHICH WHEN SO EXECUTED SHALL BE DEEMED TO BE AN ORIGINAL AND ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AND THE SAME AGREEMENT. SIGNATURE PAGES MAY BE DETACHED FROM MULTIPLE SEPARATE COUNTERPARTS AND ATTACHED TO A SINGLE COUNTERPART.

VI. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW -

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

TERSERA THERAPEUTICS LLC

By: 

Name: Mark Tatro

Title: Chief Financial Officer and Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006033 FRAME: 0642

ACCEPTED AND AGREED
as of the date first above written:

NEWSTONE CAPITAL PARTNERS, LLC,
as Agent

By: 

Name: Francis P. Costello

Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006033 FRAME: 0643

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Mark Name	App. No.	App. Date	Status	Current Owner	Reg. No.	Reg. Date
ERGOMAR	77/942800	2/23/10	Reg. (G)	TerSera Therapeutics LLC	3859849	10/12/10

2. TRADEMARK APPLICATIONS

Mark Name	App. No.	App. Date	Status	Current Owner	Reg. No.	Reg. Date
TERSERA (CLASS 5)	86/900284	2/08/16	Filed (F)	TerSera Therapeutics LLC		
TERSERA (CLASS 35)	86/900292	2/08/16	Filed (F)	TerSera Therapeutics LLC		
TERSERA (CLASS 42)	86/900298	2/08/16	Filed (F)	TerSera Therapeutics LLC		

3. LICENSED TRADEMARKS

Trademark	App. Date / App No.	Registration Date / Registration No.	Status
ZOLADEX	July 1, 1985 / 73545833	July 29, 1986 / 1402790	Registered
ZOLADEX	Dec. 14, 1989 / 74/010646	Nov. 27, 1990 / 1624402	Registered
SAFESYSTEM	Aug. 28, 2002 / 78/158492	Jan. 15, 2008 / 3370124	Registered