

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Melinta Therapeutics, Inc.		06/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Suchard SA LLC		
Street Address:	c/o Oberland Capital 1700 Broadway, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4653983	MELINTA	
Registration Number:	4713360	MELINTA THERAPEUTICS	
Registration Number:	4939738	MELINTA THE ANTIBIOTICS COMPANY	
Serial Number:	86707152	BAXDELA	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	324998-108		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	06/28/2017		
Total Attachments: 6			
source=Oberland-Melinta - Trademark Security Agreement Execution#page1.tif			

CH \$115.00 4653983

source=Oberland-Melinta - Trademark Security Agreement Execution#page2.tif
source=Oberland-Melinta - Trademark Security Agreement Execution#page3.tif
source=Oberland-Melinta - Trademark Security Agreement Execution#page4.tif
source=Oberland-Melinta - Trademark Security Agreement Execution#page5.tif
source=Oberland-Melinta - Trademark Security Agreement Execution#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of June 28, 2017 by and between SUCHARD SA LLC (“Agent”) and MELINTA THERAPEUTICS, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (collectively, referred to as “Lender”), Agent and Grantor, dated as of May 2, 2017 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”); capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Trademarks to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the other Loan Documents, Grantor grants and pledges to Agent a security interest in all of Grantor’s right, title and interest in, to and under its Trademarks (including without limitation those Trademarks listed on Exhibit A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the “Trademark Collateral”). Notwithstanding the foregoing, the “Trademark Collateral” shall not include (a) any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, and (b) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406, 9407 and 9408 of the UCC).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Grantor does hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibit A attached hereto sets forth any and all trademark rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office.

This Trademark Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

MELINTA THERAPEUTICS, INC.
Attention: Paul Estrem, Chief Financial Officer and
Susan Blum, Assistant Controller
300 George Street, Suite 301
New Haven, Connecticut 06511
Telephone: 312-724-9407 (Mr. Estrem)
312-962-8246 (Ms. Blum)
E-mail: pestrem@melinta.com and sblum@melinta.com

GRANTORS:

MELINTA THERAPEUTICS, INC.

By: Paul D. Estrem
Title: Chief Financial Officer

Address of Agent:

SUCHARD SA LLC
c/o Oberland Capital
1700 Broadway, 37th Floor
New York, NY 10019
Facsimile: (212) 257-5851
Telephone: (212) 257-5850
E-mail: ddubinsky@oberlandcapital.com

AGENT:

SUCHARD SA LLC

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

MELINTA THERAPEUTICS, INC.
Attention: Paul Estrem, Chief Financial Officer and
Susan Blum, Assistant Controller
300 George Street, Suite 301
New Haven, Connecticut 06511
Telephone: 312-724-9407 (Mr. Estrem)
312-962-8246 (Ms. Blum)
E-mail: pestrem@melinta.com and sblum@melinta.com

GRANTORS:

MELINTA THERAPEUTICS, INC.

By: _____

Title: _____

Address of Agent:

SUCHARD SA LLC
c/o Oberland Capital
1700 Broadway, 37th Floor
New York, NY 10019
Facsimile: (212) 257-5851
Telephone: (212) 257-5850
E-mail: ddubinsky@oberlandcapital.com

AGENT:

SUCHARD SA LLC

By:  _____

Title: Authorized Signatory

EXHIBIT A

Trademarks

[See attached.]

TRADEMARKS FOR MELINTA AND DELAFLOXACIN AS OF MAY 31, 2017

Jurisdiction	Trademark	Registration/ (Application) Number	Registration/ (Application) Date	Status
U.S.	MELINTA	4653983	December 9, 2014	Registered
U.S.	MELINTA THERAPEUTICS	4,713,360	March 31, 2015	Registered
U.S.	MELINTA THE ANTIBIOTICS COMPANY	4,939,738	April 19, 2016	Registered
Canada	MELINTA THERAPEUTICS	TMA949,637	9/19/2016	Registered
Japan	MELINTA THERAPEUTICS	5672516	May 23, 2014	Registered
Mexico	MELINTA THERAPEUTICS	1447784	April 21, 2014	Registered
European Community	MELINTA THERAPEUTICS	012340634	April 22, 2014	Registered
U.S.	BAXDELA	(86-707152)	(July 28, 2015)	Pending