

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAOL INTERNATIONAL LIMITED		09/28/2017	company: BERMUDA
RECEIVING PARTY DATA			
Name:	BIOPHARMA CREDIT INVESTMENTS IV SUB LP		
Street Address:	c/o Walkers Corporate Limited		
Internal Address:	Cayman Corporate Centre, 27 Hospital Road		
City:	George Town, Grand Cayman		
State/Country:	CAYMAN ISLANDS		
Postal Code:	KY1-9008		
Entity Type:	Limited Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4006164	LIORESAL	
Registration Number:	3336211	HEPAGAM B	
Registration Number:	3303814	HEPAGAM B	
Registration Number:	3240650	VARIZIG	
Registration Number:	1484984	WINRHO	
Serial Number:	87011008	SAOL THERAPEUTICS	
CORRESPONDENCE DATA			
Fax Number:	2128721002		
<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:	212-872-8078		
Email:	alui@akingump.com, mfoley@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Amanda Lui		
Address Line 1:	One Bryant Park		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		

CH \$165.00 4006164

DATE SIGNED:

10/20/2017

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2017, is made by SAOL INTERNATIONAL LIMITED, a company incorporated under the laws of Bermuda (“Grantor”), in favor of BIOPHARMA CREDIT INVESTMENTS IV SUB LP, as lender (in such capacity, together with its successors and permitted assigns, “Lender”) on behalf of itself and the other Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of August 31, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Saol International Limited (“Borrower”), Saol Therapeutics Research Limited and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Loan Agreement) of Borrower; and

WHEREAS, Grantor is party to 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 Lender to enter into the Loan Agreement and to induce Lender to make its extensions of credit to Borrower thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. 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 Lender, for the benefit of itself and the other Secured Parties, and grants to Lender, for the benefit of itself and the other 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 and IP Ancillary Rights providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any “intent to use” Trademark applications for which a statement of use has not been filed (but only excluding such applications until such statement is filed);

(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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of Lender 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.

Section 4. 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 their Trademarks and IP Licenses subject to a security interest hereunder.

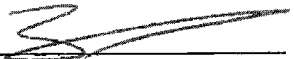
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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 without regard to any principle of conflicts of law that could require the application of the law of any other jurisdiction.

IN WITNESS WHEREOF, 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.

Very truly yours,

SAOL INTERNATIONAL LIMITED
as Grantor

By: 
Name: Zoe Harrison
Title: Director

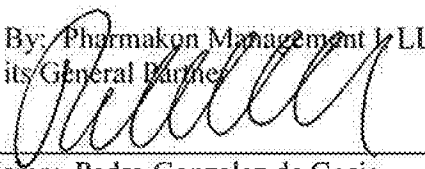
ACCEPTED AND AGREED
as of the date first above written:

BIOPHARMA CREDIT INVESTMENTS IV SUB LP,
as Lender

By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Partner

By


Name: Pedro Gonzalez de Cosio
Title: Managing Member

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006187 FRAME: 0288

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Status	Registration No.	Registration Date	Owner
LIORESAL	US	REGISTERED	4006164	August 2, 2011	Saol International Limited
HEPAGAM B	CA	REGISTERED	TMA697,985	10/05/2007	Saol International Limited
HEPAGAM B	CA	REGISTERED	TMA699,021	10/19/2007	Saol International Limited
HEPAGAM B	US	REGISTERED	3,336,211	11/13/2007	Saol International Limited
HEPAGAM B	US	REGISTERED	3,303,814	10/02/2007	Saol International Limited
VARIZIG	CA	REGISTERED	TMA660,889	03/16/2006	Saol International Limited
VARIZIG	US	REGISTERED	3,240,650	05/08/2007 Renewal deadline was 5/8/17; grace period expires on 11/8/17	Saol International Limited
WINRHO	AR	REGISTERED	2498384	4/16/2012	Saol International Limited
WINRHO	AU	REGISTERED	777860	11/10/1998	Saol International Limited
WINRHO	BR	REGISTERED	821126857	12/26/2001	Saol International Limited
WINRHO	CA	REGISTERED	TMA327,512	05/15/1987	Saol International Limited
WINRHO	CH	REGISTERED	P-447641	12/17/1997	Saol International Limited
WINRHO	CL	REGISTERED	765039	08/17/2006	Saol International Limited


WINRHO	CN	REGISTERED	4819579	1/14/2009	Saol International Limited
WINRHO	CO	REGISTERED	350167	02/26/2008	Saol International Limited
WINRHO	EC	REGISTERED	6000-07	08/14/2007 Expired 8/14/17; must confirm if renewal was filed	Saol International Limited
WINRHO	EU	REGISTERED	525808	03/21/2001	Saol International Limited
WINRHO	IL	REGISTERED	123876	04/06/2000	Saol International Limited
WINRHO	MX	REGISTERED	694035	03/30/2001	Saol International Limited
WINRHO	PE	REGISTERED	118128	08/10/2006	Saol International Limited
WINRHO	TR	REGISTERED	205201	12/22/1999	Saol International Limited
WINRHO	US	REGISTERED	1,484,984	04/19/1988	Saol International Limited
WINRHO	UY	REGISTERED	368,329	01/09/2009	Saol International Limited
WINRHO	VE	REGISTERED	P281829	10/24/2007	Saol International Limited
WINHRO	CL	REGISTERED	1225700	8/17/2016	Saol International Limited
WINRHO SDF	BO	REGISTERED	127202-C	05/13/2011	Saol International Limited
WINRHO SDF	CA	REGISTERED	TMA495,113	05/22/1998	Saol International Limited
WINRHO SDF	DO	REGISTERED	162164	07/31/2007 Expired 7/31/2017; must confirm if	Saol International Limited

				renewal was filed	
WINRHO SDF	GT	REGISTERED	171.866	09/14/2010	Saol International Limited
WINRHO SDF	HN	REGISTERED	105.232	06/17/2008	Saol International Limited
WINRHO SDF	NI	REGISTERED	0900003LM	01/05/2009	Saol International Limited
WINRHO SDF	PY	REGISTERED	311269	05/27/2008	Saol International Limited
WINRHO SDF	SV	REGISTERED	188 (book 108) Application No. 20070094775	06/18/2008	Saol International Limited
WINRHO SDF	NI	FILED	Application No. 2007-002031	N/A	Saol International Limited

2. TRADEMARK CLEARINGHOUSE REGISTRATION

Country	Mark	Status	Trademark Clearinghouse Registration No.	Owner
US	HEPAGAM B	Active	00170514158985 441415898544-1	
US	VARIZIG	Active	00170514158971 891415897189-1	
US	WINRHO	Active	00170514158974 821415897482-1	

3. TRADEMARK APPLICATIONS

Mark	Country	Status	Registration No.	Registration Date	Owner
	US	PENDING APPLICATION	87011008	Filed on April 22, 2016	Saol International Limited

4. INTERNET DOMAIN NAMES

Domain Desc	Domain Names	Registrar Name	Name Expiry	Domain Name registered by:
HepaGamB	hepagamb.ca	Go Daddy Domains Canada, Inc.	3/2/2018	Aptevo Therapeutics
HepaGamB	hepagamb.com	godaddy.com	2/15/2018	Aptevo Therapeutics
VariZig	varizig.ca	Go Daddy Domains Canada, Inc.	1/7/2018	Aptevo Therapeutics
VariZig	varizig.com	godaddy.com	7/5/2018	Aptevo Therapeutics
VariZig	varizigusa.com	godaddy.com	1/11/2018	Aptevo Therapeutics
WinRho	winrho.ca	Go Daddy Domains Canada, Inc.	9/29/2017	Aptevo Therapeutics
WinRho	winrho.com	godaddy.com	5/16/2018	Aptevo Therapeutics
		saolrx.net		
		saoltherapeutics.net		
		saolrx.org		
		saolrx.info		
		saoltherapeutics.info		
		saoltherapeutics.org		
		saolpharmaceuticles.net		
		saolpharma.net		
		saolpharmaceuticles.org		
		saolpharma.org		
		saolpharmaceuticles.info		
		saolpharma.info		
		lioresalrx.net		
		intrathecallioresal.net		
		rxlioresal.net		
		lioresaltherapy.net		

		lioresalrx.org		
		intrathecallioresal.org		
		rxlioresal.org		
		lioresaltherapy.org		
		intrathecallioresal.info		
		lioresalrx.info		
		lioresaltherapy.info		
		rxlioresal.info		
		severespasticity.biz		
		severespasticity.com		
		severespasticity.net		
		lioresal.org		
		severespasticity.org		
		severespasticity.info		
		rxlioresal.com		
		lioresalrx.com		
		lioresalintrathecal.net		
		intrathecallioresal.com		
		lioresaltherapy.com		
		lioresalintrathecal.com		
		lioresalintrathecal.org		
		lioresalintrathecal.info		
		lioresalorders.com		
		saolorders.com		
		orderlioresalintrathecal.com		
		saoltherapeuticsorders.com		

		baclofenorders.com		
		orderlioresal.com		
		lioresalintrathecalorders.com		
		saolrxorders.com		
		rodelis.com		
		rodelis.net		
		rodelis.biz		
		rodelisrx.com		
		cycloserinecapsules.com		
		cycloserine.com		
		saoltherapeutics.com		
		saolrx.com		
		saolpharma.com		
		saolpharmaceuticals.com		
		lioresal.com		