

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Melinta Therapeutics, Inc.		01/05/2018	Corporation: DELAWARE
Rempex Pharmaceuticals, Inc.		01/05/2018	Corporation: DELAWARE
Cempra Pharmaceuticals, Inc.		01/05/2018	Corporation: DELAWARE
CEM-102 Pharmaceuticals, Inc.		01/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Agent		
Street Address:	225 W Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4939738	MELINTA THE ANTIBIOTICS COMPANY	
Registration Number:	4653983	MELINTA	
Registration Number:	4713360	MELINTA THERAPEUTICS	
Registration Number:	4777486	CARBAVANCE	
Registration Number:	4664703	ORBACTIV	
Registration Number:	3754632	CEMPRA	
Registration Number:	5141760	CEMPRA	
Serial Number:	87666296	MELINTASSIST	
Serial Number:	87615784	MELINTASSIST	
Serial Number:	86707152	BAXDELA	
Serial Number:	87668177		
Serial Number:	87668224	VABOMERE MEROPENEM AND VABORBACTAM FOR I	
Serial Number:	87398187	BAVREM	
Serial Number:	87398223	MERVABIA	
Serial Number:	87394992	VABOMERE	
Serial Number:	87048237	VAYMERIS	
TRADEMARK			

CH \$615.00 4939738

Property Type	Number	Word Mark
Serial Number:	86550346	SOLI-PACK
Serial Number:	86550343	SOLI-PAK
Serial Number:	86523059	SOLITHERA
Serial Number:	86870002	SOLOXERA
Serial Number:	86550373	S-STRIP
Serial Number:	87392421	STAFREL
Serial Number:	87024904	STRAFEX
Serial Number:	86869966	TAKSTA

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic C/O Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 333285-152

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 01/08/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of January 5, 2018, by Melinta Therapeutics, Inc., a Delaware corporation (“**Borrower**”), Rempex Pharmaceuticals, Inc., a Delaware corporation (“**Rempex**”), Cempra Pharmaceuticals, Inc., a Delaware corporation (“**Cempra**”), and CEM-102 Pharmaceuticals, Inc., a Delaware corporation (“**CEM-102**”; Borrower, Rempex, Cempra and CEM-102 are each individually a “**Grantor**” and collectively “**Grantors**”), in favor of Cortland Capital Market Services LLC, as agent for itself and the other Secured Parties (as defined in the Facility Agreement referenced below) (in such capacity, “**Grantee**”):

WITNESSETH

WHEREAS, Borrower, the other Loan Parties (including Rempex, Cempra and CEM-102) from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Facility Agreement dated as of January 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of January 5, 2018, by and among Grantee, Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), Grantors have granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and Lien upon substantially all assets (including the Collateral) of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source or business identifiers of each Grantor, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof (all of the foregoing in clauses (a) and (b), collectively, “**Trademarks**”), together with the goodwill of the business symbolized by Grantors’ Trademarks, and all income, royalties, damages and payments with respect to the foregoing, to secure the payment of all Secured Obligations, in each case other than Excluded Property.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Facility Agreement and Guaranty and Security Agreement. The representations and warranties contained in the Facility Agreement and the Guaranty and Security Agreement to the extent applicable to Grantors are hereby incorporated herein in their

entirety by this reference thereto. The provisions of Sections 1.2 and 6.4 of the Facility Agreement are incorporated herein by reference thereto mutatis mutandis. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Security Agreement, or if not defined therein, in the Facility Agreement. In the event of a conflict between a provision of the Guaranty and Security Agreement and a provision of this Agreement, the provision of the Guaranty and Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment of the Secured Obligations, Grantors hereby grant to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirm their prior grant pursuant to the Guaranty and Security Agreement of, a continuing Lien on and security interest in Grantors' entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto and all other Trademarks, together with any reissues, continuations or extensions thereof, all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all proceeds and products with respect to the foregoing; and

(b) all income, royalties, damages and payments relating to the foregoing, including without limitation, damages payable with respect to any claim by Grantors against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark, and all proceeds and products with respect to the foregoing.

Notwithstanding the foregoing, no Trademark Collateral shall include any Excluded Property.

3. Governing Law. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State.

This Agreement may be executed in several counterparts, and by each Party on separate counterparts, each of which and any photocopies, facsimile copies and other electronic methods of transmission thereof shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

**MELINTA THERAPEUTICS, INC., a
Delaware corporation**

By: Paul D. Estrem
Name: Paul Estrem
Title: Chief Financial Officer

**CEMPRA PHARMACEUTICALS, INC., a
Delaware corporation,**

By: Paul D. Estrem
Name: Paul Estrem
Title: Chief Financial Officer

**CEM-102 PHARMACEUTICALS, INC., a
Delaware corporation**


By: Paul D. Estrem
Name: Paul Estrem
Title: Chief Financial Officer

**REMPEX PHARMACEUTICALS, INC., a
Delaware corporation**

By: Paul D. Estrem
Name: Paul Estrem
Title: Chief Financial Officer

Agreed and accepted as of
the date first written above:

**CORTLAND CAPITAL MARKET
SERVICES LLC**, as Grantee

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

SCHEDULE A¹

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
MELINTASSIST	87666296	10/31/17	N/A	N/A	Pending Intent to Use	Melinta Therapeutics, Inc.
MELINTASSIST	87615784	9/20/17	N/A	N/A	Pending Intent to Use	Melinta Therapeutics, Inc.
BAXDELA	86707152	7/28/15	N/A	N/A	Published (Pending) Intent to Use	Melinta Therapeutics, Inc.
MELINTA THE ANTIBIOTICS COMPANY	86688547	7/9/15	4939738	4/19/16	Registered	Melinta Therapeutics, Inc.
MELINTA	86063824	9/13/13	4653983	12/9/14	Registered	Melinta Therapeutics, Inc.
MELINTA THERAPEUTICS	86063818	9/13/13	4713360	3/31/15	Registered	Melinta Therapeutics, Inc.
CARBAVANCE	85595007	4/11/12	4777486	7/21/15	Registered	Rempex Pharmaceuticals, Inc.
Design Only	87668177	11/1/17	N/A	N/A	Pending Intent to Use	The Medicines Company
VABOMERE MEROPENEM AND VABORBACTAM FOR INJECTION (4G)	87668224	11/1/17	N/A	N/A	Pending Intent to Use	The Medicines Company
BAVREM	87398187	4/4/17	N/A	N/A	Pending Intent to Use	The Medicines Company

¹ All Trademarks owned by or registered to The Medicines Company are to be assigned to Melinta Therapeutics, Inc. on or about the date hereof.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
MERVABIA	87398223	4/4/17	N/A	N/A	Pending Intent to Use	The Medicines Company
VABOMERE	87394992	3/31/17	N/A	N/A	Published (Pending) Intent to Use	The Medicines Company
VAYMERIS	87048237	5/24/16	N/A	N/A	Published (Pending) Intent to Use	The Medicines Company
ORBACTIV	86120316	11/15/13	4664703	12/30/14	Registered	The Medicines Company
CEMPRA	77789354	7/24/09	3754632	3/2/10	Registered	Cempra Pharmaceuticals, Inc.
Design Only	87100830	7/12/16	5141760	2/14/17	Registered	Cempra Pharmaceuticals, Inc.
SOLI-PACK	86550346	3/2/15	N/A	N/A	Published (Pending) Intent to Use	Cempra Pharmaceuticals, Inc.
SOLI-PAK	86550343	3/2/15	N/A	N/A	Published (Pending) Intent to Use	Cempra Pharmaceuticals, Inc.
SOLITHERA	86523059	2/3/15	N/A	N/A	Published (Pending) Intent to Use	Cempra Pharmaceuticals, Inc.
SOLOXERA	86870002	8/1/16	N/A	N/A	Published (Pending) Intent to Use	Cempra Pharmaceuticals, Inc.
S-STRIP	86550373	2/3/15	N/A	N/A	Published (Pending) Intent to Use	Cempra Pharmaceuticals, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
STAFREL	87392421	3/30/17	N/A	N/A	Published (Pending) Intent to Use	CEM-102 Pharmaceuticals, Inc.
STRAFEX	87024904	5/4/16	N/A	N/A	Published (Pending) Intent to Use	CEM-102 Pharmaceuticals, Inc.
TAKSTA	86869966	1/8/16	N/A	N/A	Published (Pending) Intent to Use	Cempra Pharmaceuticals, Inc.