

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRAINTREE LABORATORIES, INC.		05/01/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BIOPHARMA CREDIT PLC		
Street Address:	C/O BEAUFORT HOUSE, 51 NEW NORTH RD		
City:	Exeter		
State/Country:	UNITED KINGDOM		
Postal Code:	EX4 4EP		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87083826	ROM PRODUCTS	
Serial Number:	87700496	LUMENADE	
Serial Number:	87693451	OZMILAC	
Serial Number:	87693437	OZMOTOL	
Serial Number:	87028477	SULYTE	
Registration Number:	4389297	SUCLEAR	
Registration Number:	3928862	SUPREP	
Registration Number:	2576722	HALFLYTELY	
Registration Number:	2020999	NULYTELY	
Registration Number:	1386512	GOLYTELY	
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, kkoehler@akingump.com		
Correspondent Name:	Amanda Lui		
Address Line 1:	One Bryant Park		
Address Line 4:	New York, NEW YORK 10036		

CH \$265.00 87083826

NAME OF SUBMITTER:	Kwan Koehler
SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	05/01/2018
Total Attachments: 11 source=Sebela-BioPharma Trademark Security Agreement#page1.tif source=Sebela-BioPharma Trademark Security Agreement#page2.tif source=Sebela-BioPharma Trademark Security Agreement#page3.tif source=Sebela-BioPharma Trademark Security Agreement#page4.tif source=Sebela-BioPharma Trademark Security Agreement#page5.tif source=Sebela-BioPharma Trademark Security Agreement#page6.tif source=Sebela-BioPharma Trademark Security Agreement#page7.tif source=Sebela-BioPharma Trademark Security Agreement#page8.tif source=Sebela-BioPharma Trademark Security Agreement#page9.tif source=Sebela-BioPharma Trademark Security Agreement#page10.tif source=Sebela-BioPharma Trademark Security Agreement#page11.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2018, is made by BRAINTREE LABORATORIES, INC., a Massachusetts corporation ("Grantor"), in favor of BIOPHARMA CREDIT PLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") on behalf of itself, Lenders and the other Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of April 20, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Sebela BT Holdings, Inc. ("Borrower"), Sebela Pharmaceuticals Holdings Inc. and Sebela US Inc., the Collateral Agent and the lenders signatory therein, Lenders (as defined in the Loan Agreement) have 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 the Collateral Agent for the benefit of Lenders and the other Secured Parties (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 Lenders to enter into the Loan Agreement and to induce Lenders to make its extensions of credit to Borrower thereunder, Grantor hereby agrees with the Collateral Agent 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 the Collateral Agent, for the benefit of itself, Lenders and the other Secured Parties, and grants to the Collateral Agent, for the benefit of itself, Lenders 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 the Collateral Agent for the benefit of itself, Lenders and the other Secured Parties pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of the Collateral Agent on behalf of Lenders and the other Secured Parties 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,

BRAINTREE LABORATORIES, INC.,
as Grantor

By: Alan Cooke
Name: Alan Cooke
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006373 FRAME: 0526


ACCEPTED AND AGREED
as of the date first above written:

BIOPHARMA CREDIT PLC, as Collateral Agent

By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Manager

By


Name: Pedro Gonzalez de Cosio
Title: Managing Member

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006373 FRAME: 0527

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Entity Name</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date</u>	<u>File Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>
Braintree Laboratories, Inc.	United States of America	DIRECTPREPTOYU	06/24/2016	Registered	87/083816	5168509
Braintree Laboratories, Inc.	United States of America	LUMENADE	11/28/2017	Pending	87/700496	
Braintree Laboratories, Inc.	Pakistan	MIRALAX	05/10/2017	Pending	457576	
Braintree Laboratories, Inc.	European Union (Community)	MIRALAX	11/07/2008	Registered	7376403	7376403
Braintree Laboratories, Inc.	United States of America	OZMILAC	11/21/2017	Pending	87/693451	
Braintree Laboratories, Inc.	United States of America	OZMOTOL	11/21/2017	Pending	87/693437	
Braintree Laboratories, Inc.	Australia	SUCLEAR	11/29/2012	Registered	1142349	1142349
Braintree Laboratories, Inc.	China (People's Republic)	SUCLEAR	11/29/2012	Registered	1142349	1142349
Braintree Laboratories, Inc.	European Union (Community)	SUCLEAR	11/29/2012	Registered	1142349	1142349

Braintree Laboratories, Inc.	Hong Kong	SUCLEAR	11/30/2012	Registered	302452987	302452987
Braintree Laboratories, Inc.	Int'l Registration - Madrid Protocol Only	SUCLEAR	11/29/2012	Registered	1142349	1142349
Braintree Laboratories, Inc.	Israel	SUCLEAR	11/29/2012	Registered	1142349	1142349
Braintree Laboratories, Inc.	Japan	SUCLEAR	11/29/2012	Registered	1142349	1142349
Braintree Laboratories, Inc.	Russian Federation	SUCLEAR	11/29/2012	Registered	1142349	1142349
Braintree Laboratories, Inc.	Switzerland	SUCLEAR	11/29/2012	Registered	1142349	1142349
Braintree Laboratories, Inc.	Turkey	SUCLEAR	11/29/2012	Registered	1142349	1142349
Braintree Laboratories, Inc.	United States of America	SUCLEAR	06/06/2012	Registered	85/645304	4389297
Braintree Laboratories, Inc.	Uruguay	SUCLEAR	11/30/2012	Registered	441337	441337
Braintree Laboratories, Inc.	Venezuela	SUCLEAR	12/05/2012	Registered	254472012	P334992
Braintree Laboratories, Inc.	United States of America	SULYTE	05/06/2016	Allowed	87/028477	
Braintree Laboratories	Venezuela	SUPREP	02/09/201	Published	23252012	

s, Inc.			2			
Braintree Laboratories, Inc.	Algeria	SUPREP	11/09/2010	Registered	103134	78799
Braintree Laboratories, Inc.	Brazil	SUPREP	09/30/2010	Registered	830794786	830794786
Braintree Laboratories, Inc.	Canada	SUPREP	09/27/2010	Registered	1497383	947009
Braintree Laboratories, Inc.	Chile	SUPREP	09/29/2010	Registered	922756	1008149
Braintree Laboratories, Inc.	China (People's Republic)	SUPREP	10/18/2010	Registered	1055544	1055544
Braintree Laboratories, Inc.	Colombia	SUPREP	11/20/2014	Registered	14254591	517363
Braintree Laboratories, Inc.	Ecuador	SUPREP	11/11/2014	Registered	201426573	IEPI 2016 TI 002145
Braintree Laboratories, Inc.	Int'l Registration - Madrid Protocol Only	SUPREP	10/18/2010	Registered	1055544	1055544
Braintree Laboratories, Inc.	Japan	SUPREP	09/04/2015	Registered	2015085631	5829338
Braintree Laboratories, Inc.	Laos	SUPREP	12/13/2011	Registered	25365	24641
Braintree Laboratories, Inc.	Paraguay	SUPREP	09/30/2010	Registered	408212010	372304

Braintree Laboratories, Inc.	Peru	SUPREP	11/03/2014	Registered	595183	222842
Braintree Laboratories, Inc.	Russian Federation	SUPREP	10/18/2010	Registered	1055544	1055544
Braintree Laboratories, Inc.	United States of America	SUPREP	11/29/2007	Registered	77/340344	3928862
Braintree Laboratories, Inc.	Uruguay	SUPREP	12/15/2011	Registered	430407	430407
Braintree Laboratories, Inc.	US	HALFLYTELY	09/05/2000	Registered	76/121,859	2,576,722
Braintree Laboratories, Inc.	BR	MIRALAX	07/09/1999	Registered	821806734	821806734
Braintree Laboratories, Inc.	CA	MIRALAX	02/17/1999	Registered	1005697	TMA735056
Braintree Laboratories, Inc.	CL	MIRALAX		Registered	453775	690223/1104154
Braintree Laboratories, Inc.	CN	MIRALAX	02/29/2000	Registered	2000022295	2017278
Braintree Laboratories, Inc.	DE	MIRALAX	02/17/1999	Registered	39908981.0	3990891.0
Braintree Laboratories, Inc.	FI	MIRALAX	02/16/1999	Registered	T199900525	221132

Braintree Laboratories, Inc.	GB	MIRALAX	07/14/1999	Registered	2203015	2203015
Braintree Laboratories, Inc.	GR	MIRALAX	03/18/1999	Registered	140009	140009
Braintree Laboratories, Inc.	IT	MIRALAX	09/15/1999	Registered	MI2009C007725	1254300
Braintree Laboratories, Inc.	MX	MIRALAX	02/13/2009	Registered	989668	1130956
Braintree Laboratories, Inc.	NO	MIRALAX	03/08/1999	Registered	T199902353	212970
Braintree Laboratories, Inc.	NZ	MIRALAX	07/12/1999	Registered	312520	312520
Braintree Laboratories, Inc.	PE	MIRALAX	12/11/2001	Registered	140353	083652
Braintree Laboratories, Inc.	SE	MIRALAX	02/22/1999	Registered	99-01454	345,096
Braintree Laboratories, Inc.	US	NULYTELY	01/24/1996	Registered	75/047,805	2,020,999
Braintree Laboratories, Inc.	AU	NULYTELY	11/01/1989	Registered	522362Q	A522362
Braintree Laboratories, Inc.	CA	NULYTELY	10/31/1989	Registered	643,791	388242
Braintree Laboratories, Inc.	DE	NULYTELY	10/30/1989	Registered	B88562/SWZ	1160549

Braintree Laboratories, Inc.	GB	NULYTELY	10/28/1989	Registered	1403059	1403059
Braintree Laboratories, Inc.	IE	NULYTELY	10/27/1989	Registered	5800/89	137,858
Braintree Laboratories, Inc.	JP	NULYTELY	11/01/1989	Registered	125,346	2,444,570
Braintree Laboratories, Inc.	KR	NULYTELY	10/09/1999	Registered	1999-38016	477262
Braintree Laboratories, Inc.	NZ	NULYTELY	10/27/1989	Registered	197103	197103
Braintree Laboratories, Inc.	TR	NULYTELY	11/18/1997	Registered	97/017431	193100
Braintree Laboratories, Inc.	US	GOLYTELY	01/19/1983	Registered	73/409,969	1,386,512
Braintree Laboratories, Inc.	CA	GOLYTELY	01/25/1985	Registered	535,430	333187
Braintree Laboratories, Inc.	DE	GOLYTELY	12/01/1986	Registered	B80615/5WZ	1,110,909
Braintree Laboratories, Inc.	FI	GOLYTELY	11/17/1997	Registered	T199704472	212655
Braintree Laboratories, Inc.	GB	GOLYTELY	11/27/1986	Registered	1,293,771	B1,293,771
Braintree Laboratories, Inc.	GR	GOLYTELY	04/05/1989	Registered	93177	93177

Braintree Laboratories, Inc.	IE	GOLYTELY	11/26/1986	Registered	3805/86	121,881
Braintree Laboratories, Inc.	JP	GOLYTELY	11/11/1985	Registered	60-112,701	2,007,044
Braintree Laboratories, Inc.	KR	GOLYTELY	10/09/1999	Registered	1999-38015	477216
Braintree Laboratories, Inc.	TR	GOLYTELY	11/18/1997	Registered	97/017432	193036
Braintree Laboratories, Inc.	European Union (Community)	GOLYTELY	11/15/2008	Registered	7233521	7233521
Braintree Laboratories, Inc.	AU	MIRALAX	04/26/2007	Registered	1173466	1173466