

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TerSera Therapeutics LLC		07/12/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Agent		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Delaware Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4893721	VARUBI	
Registration Number:	5335795	VARUBI ROLAPITANT	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	linda kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	07/19/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2018, is made by TerSera Therapeutics LLC (“Grantor”), in favor of MidCap Financial Trust (“MidCap”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Amendment referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amendment No. 1 to First Lien Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Amendment”), among the TerSera Therapeutics LLC, a Delaware limited liability company (the “Borrower”), TerSera Intermediate LLC, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and MidCap, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 First 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, the L/C Issuers and the Agent to enter into the Amendment and to induce the Lenders and the L/C Issuers 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, 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,

TERSERA THERAPEUTICS LLC,
as Grantor

By: 
Name: Mark Tatro
Title: Chief Financial Officer and Vice President

ACCEPTED AND AGREED
as of the date first above written:

MIDCAP FINANCIAL TRUST, as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Mark Name	Status	Current Owner	Reg. No.	Reg. Date
VARUBI	Registered	TerSera Therapeutics LLC	4,893,721	1/26/2016
VARUBI ROLAPITANT (& Color Design)	Registered	TerSera Therapeutics LLC	5,335,795	11/14/2017

2. TRADEMARK APPLICATIONS

None

3. LICENSED TRADEMARKS

None