

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505292

| | | | |
|--|----------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cortland Capital Market Services LLC, as Agent | | 01/09/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Melinta Therapeutics, Inc. | | |
| Street Address: | 44 Whippany Road, 2nd Floor | | |
| City: | Morristown | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07960 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | Rempex Pharmaceuticals, Inc. | | |
| Street Address: | 44 Whippany Road, 2nd Floor | | |
| City: | Morristown | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07960 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | Cempra Pharmaceuticals, Inc. | | |
| Street Address: | 6340 Quadrangle Drive, Suite 100 | | |
| City: | Chapel Hill | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27517 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | CEM-102 Pharmaceuticals, Inc. | | |
| Street Address: | 6340 Quadrangle Drive, Suite 100 | | |
| City: | Chapel Hill | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27517 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87392421 | STAFREL | |
| TRADEMARK | | | |

CH \$65.00 87392421

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| 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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 333285-152 |
| NAME OF SUBMITTER: | Kristin Brozovic |
| SIGNATURE: | /Kristin Brozovic/ |
| DATE SIGNED: | 01/10/2019 |

Total Attachments: 6

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PATENT AND TRADEMARK RELEASE AND REASSIGNMENT

THIS PATENT RELEASE AND REASSIGNMENT (this “Release”) is made as of January 9, 2019, by Cortland Capital Market Services LLC, in its capacity as “Agent” for the Lenders party to the Credit Agreement (“Grantee”) in favor of the Grantors (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Melinta Therapeutics, Inc., a Delaware corporation (“Borrower”), Rempex Pharmaceuticals, Inc., a Delaware corporation (“Rempex”), Cemptra Pharmaceuticals, Inc., a Delaware corporation (“Cemptra”), and CEM-102 Pharmaceuticals, Inc., a Delaware corporation (“CEM-102”; Borrower, Rempex, Cemptra and CEM-102 each individually a “Grantor” and collectively “Grantors”) and Grantee are parties to that certain Guaranty and Security Agreement and accompanying Patent Security Agreement and Trademark Security Agreement, each made as of January 5, 2018 (collectively, the “Security Agreement”), pursuant to which the Grantors granted a security interest to Grantee in certain Patents, Trademarks, and Patent and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Patents and Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on January 8, 2018 at Reel 045019, Frame 0552; and

WHEREAS, the Grantors, certain of Grantors’ affiliates, Grantee and certain other financial institutions (the “Lenders”) are parties to that certain Facility Agreement, made as of January 5, 2018 (the “Credit Agreement”), pursuant to which the Lenders made certain financial accommodations to Borrower.

WHEREAS, the Grantors have informed the Agent and the Lenders that they intend to sell certain assets, including the Patents and Trademarks set forth on Schedule A hereto, pursuant to that certain Asset Purchase Agreement dated December 19, 2018 between Borrower and Arrevis, Inc., a Delaware corporation (the “Arrevis Purchase Agreement”).

WHEREAS, each Grantor represents and warrants to the Grantor that all conditions and requirements of subsection (l) of the definition of “Permitted Dispositions” in the Credit Agreement have been fully satisfied and completed (all such conditions and requirements, the “Conditions Precedent”) and that the Arrevis Purchase Agreement has not been amended, restated, supplemented or otherwise modified (and no such amendment, restatement, supplement or other modification is currently being contemplated).

WHEREAS, each Grantor has requested that Grantee release its security interest in the Patent and Trademark Collateral that are being sold by Borrower pursuant to the terms of the Arrevis Purchase Agreement, which are limited to the Patents and Trademarks set forth on Schedule A hereto (such sale, the “Applicable IP Sale”), solely under the Security Agreement (and not under any other agreement among any of the Grantors, on the one hand, and Grantee or any of its Affiliates or related funds, on the other hand) and reassign any and all rights in the same to each Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, solely upon both (i) full satisfaction and completion of all of the Conditions Precedent and (ii) consummation of the transactions contemplated by the Arrevis Purchase

Agreement (including the Applicable IP Sale) subject to and in compliance with the terms thereof, Grantee agrees as follows:

1. Grantee hereby releases, terminates and discharges fully its continuing security interest in all of each Grantor's entire right, title and interest in and to the following solely under the Security Agreement (and not under any other agreement among any of the Grantors, on the one hand, and Grantee or any of its Affiliates or related funds, on the other hand), and authorizes the recording of this Release with the United States Patent and Trademark Office (collectively the "Patent and Trademark Collateral"):

(a) the Patents and Trademarks that are being sold by Borrower as part of the Applicable IP Sale pursuant to the terms of the Arrevus Purchase Agreement, which are limited to each Patent and Trademark listed on Schedule A annexed hereto, together with any reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions thereof, all of the goodwill of the business connected with the use of, and symbolized by, each such Patent and Trademark; and

(b) all income, royalties, damages and payments at any time due or payable or asserted under and with respect 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 of each such Patent or Trademark, or (ii) injury to the goodwill associated with each such Patent or Trademark, but in each case of clauses (a) and (b) above, solely to the extent each such item is being sold by Borrower as part of the Applicable IP Sale pursuant to the terms of the Arrevus Purchase Agreement;

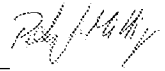
provided that, notwithstanding anything to the contrary herein and for the avoidance of doubt, any proceeds, compensation or other property being received by Borrower or any other Grantor pursuant to the Applicable IP Sale or the terms of the Arrevus Purchase Agreement shall not be part of the Patent and Trademark Collateral for which Grantee is releasing, terminating or discharging its security interest in, and all such proceeds, compensation and other property shall continue to be Collateral and continue to serve as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

2. Grantee hereby reassigns, grants and conveys to the Grantors, without any representation, warranty, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in and to the Patent and Trademark Collateral, and agrees to record this Release with the United States Patent and Trademark Office at the sole expense of the Grantors (including, without limitation, any attorneys' fees incurred by Grantee or any other Secured Party (as defined in the Credit Agreement)).

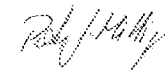
[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor and Grantee has duly executed this Patent Release and Reassignment as of the day and year first above written.

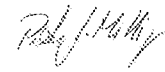
MELINTA THERAPEUTICS, INC., a
Delaware corporation

By: 
Name: Peter Milligan
Title: January 8, 2019

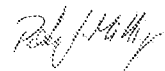
REMPEX PHARMACEUTICALS, INC., a
Delaware corporation

By: 
Name: Peter Milligan
Title: January 8, 2019

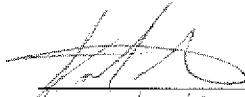
CEMPRA PHARMACEUTICALS, INC., a
Delaware corporation

By: 
Name: Peter Milligan
Title: January 8, 2019

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

By: 
Name: Peter Milligan
Title: January 8, 2019

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

By: 
Name: Joseph Mascherin
Title: Associate Counsel

SCHEDULE A

| Description/Title | Region | Application No. | Application Date | Patent No. | Registration Date | Owner/Applicant |
|--|---------------|------------------------|-------------------------|-------------------|--------------------------|-------------------------------|
| Fusidic Acid Dosing Regimens for Treatment of Bacterial Infections | WO | PCT/US09/50353 | 7/13/09 | | | Cempra Pharmaceuticals, Inc. |
| Fusidic Acid Dosing Regimens for Treatment of Bacterial Infections | CA | 2767614 | 7/13/09 | | | Cempra Pharmaceuticals, Inc. |
| Fusidic Acid Dosing Regimens for Treatment of Bacterial Infections | US | 12/501,548 | 7/13/09 | 8,450,300 | 5/28/13 | Cempra Pharmaceuticals, Inc. |
| Methods of Treating Urethritis and Related Infections Using Fusidic Acid | US | 12/791,945 | 6/2/10 | 8,247,394 | 8/21/12 | Cempra Pharmaceuticals, Inc. |
| Compositions Comprising Fusidic Acid and Packages Therefor | US | 61/489,017 | 5/23/11 | | | CEM-102 Pharmaceuticals, Inc. |
| Compositions Comprising Fusidic Acid and Packages Therefor | WO | PCT/US12/39219 | 5/23/12 | | | CEM-102 Pharmaceuticals, Inc. |
| Compositions Comprising Fusidic Acid and Packages Therefor | US | 14/119,542 | 11/22/13 | | | CEM-102 Pharmaceuticals, Inc. |
| Compositions Comprising Fusidic Acid and Packages Therefor | US | 15/923,135 | 3/16/18 | | | CEM-102 Pharmaceuticals, Inc. |
| Compositions Comprising Fusidic Acid and Packages Therefor | JP | 2014512088 | 5/23/12 | 6072778 | 2/1/17 | CEM-102 Pharmaceuticals, Inc. |
| Compositions and Methods for Treating Bone and Joint Infections | US | 62/011,215 | 6/12/14 | | | CEM-102 Pharmaceuticals, Inc. |
| Compositions and Methods for Treating Bone and Joint Infections | WO | PCT/US15/35596 | 6/12/15 | | | CEM-102 Pharmaceuticals, Inc. |

| Description/Title | Region | Application No. | Application Date | Patent No. | Registration Date | Owner/Applicant |
|---|--------|-----------------|------------------|------------|-------------------|-------------------------------|
| Compositions and Methods for Treating Bone and Joint Infections | US | 15/317,578 | 12/9/16 | | | CEM-102 Pharmaceuticals, Inc. |

| Region | Application No. | Filing Date | Trademark | Goods/Services | Owner/Applicant |
|--------|-----------------------------|--------------|-----------|--|-------------------------------|
| US | 87392421 (Pending – ITU) | Mar 30, 2017 | STAFREL | Goods: antibiotics; pharmaceutical preparations, namely antibiotics for the treatment of bacterial infectious diseases | CEM-102 Pharmaceuticals, Inc. |
| US | 86869966 (Pending – ITU) | Jan 8, 2016 | TAKSTA | Goods: antibiotics; pharmaceutical preparations, namely antibiotics for the treatment of bacterial infectious diseases | Cempra Pharmaceuticals, Inc. |