

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moksha8 Pharmaceuticals, Inc.		02/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Knight Therapeutics Inc.		
Street Address:	3400 de Maisonneuve W.		
Internal Address:	Suite 1055		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3Z 3B8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3925812	MOKSHA8	
CORRESPONDENCE DATA			
Fax Number:	2127446509		
<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:	2124726262		
Email:	arlatifi@tuckerlatifi.com		
Correspondent Name:	Ali R. Latifi		
Address Line 1:	160 East 84th Street		
Address Line 2:	Suite 5E		
Address Line 4:	New York, NEW YORK 10028		
NAME OF SUBMITTER:	Ali R. Latifi		
SIGNATURE:	/Ali R. Latifi/		
DATE SIGNED:	02/25/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 15, 2019, is made by each of the Persons listed as a "Grantor" on the signature page to this Agreement (each, a "Grantor," and together with any other Person that may hereafter become a party to this Agreement as a grantor of liens hereunder, collectively, "Grantors"), in favor of KNIGHT THERAPEUTICS INC., a Canadian corporation (the "Lender").

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement, dated of even date herewith, by and among the Lender, the Grantors, certain non-U.S. Persons that are Affiliates of the Grantors, and each other Person hereafter joined thereto as a borrower or guarantor from time to time (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "Loan Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement), the Lender has made and/or will in the future make certain extensions of credit to Moksha8, Inc. (the "Company") upon the terms and subject to the conditions set forth in the Loan Agreement;

WHEREAS, pursuant to the Loan Agreements, Grantors have granted to the Lender security interests in and liens upon substantially all of each Grantor's assets, including without limitation all of each Grantor's now owned or after-acquired Patents, Trademarks and Copyrights of the Grantors, as applicable, and all of each Grantor's Intellectual Property generally; and

WHEREAS, Grantors have agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or United States Copyright Office (as applicable), in order to perfect and/or protect all of Lender's security interest in and liens upon the Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by any Grantor in any Collateral under the Loan Agreement or any other Loan Document, to secure the prompt payment and performance of all Obligations to Lender, each Grantor hereby assigns, pledges and grants to the Lender a continuing security interest in and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all Patents, including all of its registered/issued United States patents and filed United States patent applications, unpatented inventions (whether or not patentable), industrial designs and industrial design applications including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered

hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(b) all Trademarks, including all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all Copyrights, including all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor, and 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;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations unless and until the Obligations have been satisfied and paid in full in cash and all Commitments under the Loan Agreement have been terminated.

Section 2. Loan Agreement. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Lender pursuant to the Loan Agreement and/or any of the other Loan Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interests in and liens upon the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Lender to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the

prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new Intellectual Property Collateral, Grantors shall, concurrently with the next scheduled delivery of a compliance certificate under the Loan Agreement following acquisition of such new Intellectual Property Collateral, deliver to Lender a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a "Supplement"), listing all such newly acquired Intellectual Property Collateral on Schedule 1 thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Lender to secure payment and performance of the Obligations. Each Supplement is intended by the parties to be filed, and Grantors hereby authorize the Lender to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Intellectual Property Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Intellectual Property Collateral but Grantors fail for whatever reason to promptly execute and deliver a Supplement to the Lender pursuant to this Section 5, each Grantor hereby authorizes the Lender, acting under a Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired Intellectual Property Collateral and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to the Lender that Schedule 1 sets forth a full, complete and correct list of all registered United States Intellectual Property owned by any Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of an Event of Default under the Loan Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to the Lender under the Loan Agreement or any of the other Loan Documents or otherwise available to the Lender as a secured creditor at law or in equity, the Lender may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to the Lender under the Loan Agreement or any other Loan Document, each Grantor hereby authorizes the Lender, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument that the Lender may deem necessary or desirable in order to create, protect, or perfect the security interest provided for herein in the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and

Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor, and (b) to the maximum extent permitted by applicable law, after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument that the Lender may deem necessary or desirable in order for the Lender to enforce assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by the Lender, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Loan Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations have been indefeasibly paid in full in cash and satisfied and all agreements to make Term Loans under the Loan Agreement have been terminated.

Section 9. Miscellaneous. Without limiting the generality of the general incorporation of the Loan Agreement herein provided for above, the provisions of Sections 10 and 11 of the Loan Agreement are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and the Lender, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Lender. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

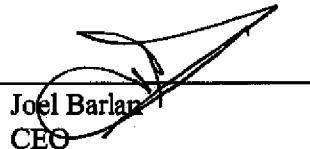
MOKSHA8, INC.

By: 
Name: Joel Barlan
Title: President and CEO

MOKSHA8 PHARMACEUTICALS, INC.

By: 
Name: Joel Barlan
Title: CEO

MOKSHA8 INTERNATIONAL HOLDINGS, LLC

By: 
Name: Joel Barlan
Title: CEO

MOKSHA8 LATIN AMERICA HOLDINGS, LLC

By: 
Name: Joel Barlan
Title: CEO

(Signature Page to Intellectual Property Security Agreement)

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS AND COPYRIGHTS

1. Patents and Patent Applications:

None

2. Trademarks and Trademark Applications:

Mark	Owner	Country	Application No.	Registration No.
MOKSHA8	moksha8 Pharmaceuticals, Inc.	US	77/144,412	3925812

3. Copyrights and Copyright Applications:

None

4. Domain Names:

The Company owns the following domain names:

moksha8.com
moksha8.net
m8p.cloud
padecimientos.com
m8farma.com
m8pharma.com