

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nuvo Pharmaceuticals (Ireland) Designated Activity Company		03/26/2019	Designated Activity Company: IRELAND
RECEIVING PARTY DATA			
Name:	Deerfield Private Design Fund III, L.P., as Agent		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87150972	FULL MARKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3125778467		
Email:	rebecca.paul@kattenlaw.com		
Correspondent Name:	Rebecca A. Paul c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rebecca A. Paul		
SIGNATURE:	/Rebecca A. Paul/		
DATE SIGNED:	04/01/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of March 26, 2019, by Nuvo Pharmaceuticals (Ireland) Designated Activity Company (f/k/a Nuvo Pharmaceuticals (Ireland) Limited), a designated activity company incorporated under the laws of Ireland with registered number 616049 (“**Irish Borrower**” and “**Grantor**”), in favor of Deerfield Private Design Fund III, L.P., as agent for the Secured Parties (as defined in the Facility Agreement referenced below) (in such capacity, “**Grantee**”).

W I T N E S S E T H

WHEREAS, Irish Borrower, Nuvo Pharmaceuticals Inc., an Ontario corporation (“**Canadian Parent Borrower**”, and together with Irish Borrower, the “**Borrowers**”), the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, Grantee and Cortland Capital Market Services LLC, a Delaware limited liability company, as Paying Agent for the Irish Borrower, have entered into that certain Facility Agreement dated as of December 31, 2018 (as amended, amended and 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, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain United States Guaranty and Security Agreement dated as of December 31, 2018, by and among Grantee, Grantor, Canadian Parent Borrower and the other Loan Parties party thereto from time to time (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), Grantor has 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 Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired (a) trademarks, service marks, trade dress, slogans, logos, trade names, corporate names, Internet domain names, and any other indicia of source of Grantor, together with all goodwill associated with each of the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (and trademarks and service marks issued from such applications), whether in the United States Patent and Trademark Office or any other Governmental Authority (whether domestic or foreign or with any other Person or jurisdiction), 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 Grantor’s 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, Grantor agrees 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 Grantor are hereby incorporated herein in their entirety by this

reference thereto. The provisions of Section 1.2 and Section 6.4 (solely with respect to Venue; Jurisdiction; Service of Process; and Waiver of Jury Trial) 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 (including any Prepayment Fees), Grantor hereby grants to Grantee, for the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Guaranty and Security Agreement of, a continuing Lien on and security interest in Grantor's 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) all of the 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, including, without limitation, each Trademark listed on Schedule A annexed hereto; and

(b) all income, royalties, damages and payments relating to the foregoing, including damages payable with respect to any claim by Grantor 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. Release. Section 8.16 of the Guaranty and Security Agreement is incorporated herein and shall apply hereto *mutatis mutandis*.


4. 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.

**NUVO PHARMACEUTICALS
(IRELAND) DESIGNATED ACTIVITY
COMPANY**, a designated activity company
incorporated under the laws of Ireland

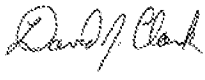
By: 
Name: CONOR WALSH
Title: DIRECTOR

Agreed and accepted as of
the date first written above:

**DEERFIELD PRIVATE DESIGN FUND
III, L.P.**, as Grantee

By: Deerfield Mgmt III, L.P.
General Partner

By: J.E. Flynn Capital III, LLC
General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

SCHEDULE A

Grantor	Trademark	Registration/ Application Date	Registration / Application Number	Jurisdiction
Nuvo Pharmaceuticals (Ireland) Designated Activity Company	Full marks	08/25/2016	87150972	United States