

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM526235

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Amerigen Pharmaceuticals, Inc.		05/30/2019	Corporation: DELAWARE
Amerigen Pharmaceuticals Ltd.		05/30/2019	Limited Liability Company: CAYMAN ISLANDS
STP Holding Limited		05/30/2019	Limited Liability Company: VIRGIN ISLANDS, BRITISH
STP Holding, L.L.C. Limited		05/30/2019	Limited Liability Company: HONG KONG
Suzhou Amerigen Pharmaceutical Co., Ltd.		05/30/2019	Limited Liability Company: CHINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Agent		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86858716	AMERIGEN PHARMACEUTICALS	
<b>Serial Number:</b>	86956277	AMERIGEN	
<b>Serial Number:</b>	87477062	A	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Ste 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	1091006 TM
<b>NAME OF SUBMITTER:</b>	Yolande Thompson
<b>SIGNATURE:</b>	/Yolande Thompson/
<b>DATE SIGNED:</b>	06/04/2019

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 30th day of May, 2019 by and between Wilmington Trust, National Association (“**Agent**”) and Amerigen Pharmaceuticals, Inc. (the “**US Grantor**”), Amerigen Pharmaceuticals Ltd. (“**Cayman Grantor**”), Zuzhou Amerigen Pharmaceutical Co., Ltd. (“**Chinese Grantor**”), STP Holding Limited (“**BVI Grantor**”), and STP Holding, L.L.C. Limited (“**Hong Kong Grantor**” and, collectively with Cayman Grantor, BVI Grantor and Chinese Grantor, the Foreign Grantors” and the Foreign Grantors together with the U.S. Grantors, each a “**Grantor**” and collectively the “**Grantors**”).

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to the Grantors in the amounts and manner set forth in that certain Credit, Security and Guaranty Agreement by and between Agent, the Lenders and Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to Borrower, but only upon the condition, among others, that each Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of the Grantors under the Credit Agreement and the other Financing Documents.

B. Pursuant to the terms of the Credit Agreement and the other Financing Documents, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and the other Financing Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure their Obligations under the Credit Agreement and the other Financing Documents, (i) U.S. Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of U.S. Grantor’s right, title and interest in, to and under its intellectual property (the “**U.S. Grantor Intellectual Property**”) and (ii) each of the Foreign Grantors pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Foreign Grantor’s right, title and interest in, to and under its intellectual property located in the United States (the “**Foreign Grantor Intellectual Property**”, and together with the U.S. Grantor Intellectual Property, the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) (i) With regard to U.S. Grantor, any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative

work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (the “**U.S. Grantor Copyrights**”) and (ii) with regard to the Foreign Grantors, any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof located in the United States, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (the “**Foreign Grantor Copyrights**” and together with the U.S. Grantor Copyrights, collectively, the “**Copyrights**”);

(b) (i) With regard to U.S. Grantor, any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held and (ii) with regard to the Foreign Grantors, any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held in the United States;

(c) (i) With regard to U.S. Grantor, any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held and (ii) with regard to the Foreign Grantors, any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held in the United States;

(d) (i) With regard to U.S. Grantor, all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (the “**U.S. Grantor Patents**”) and (ii) with regard to the Foreign Grantors, all patents, patent applications and like protections located in the United States, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto the “**Foreign Grantor Patents**” and together with the U.S. Grantor Patents, collectively, the “**Patents**”);

(e) (i) With regard to U.S. Grantor, any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (the “**U.S. Grantor Trademarks**”) and (ii) with regard to the Foreign Grantors, any trademark and servicemark rights located in the United States, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (the “**Foreign Grantor Trademarks**” and together with the U.S. Grantor Trademarks, collectively, the “**Trademarks**”);

(f) (i) With regard to U.S. Grantor, all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (the “**U.S. Grantor Mask Works**”) and (ii) with regard to the Foreign Grantors, all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired in the United States, including, without

limitation those set forth on Exhibit D attached hereto (the “**Foreign Grantor Mask Works**” and together with the U.S. Grantor Mask Works, collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) (i) With regard to U.S. Grantor, all licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights and (ii) with regard to the Foreign Grantors, all licenses or other rights to use any of the Copyright, Patents, Trademarks, or Mask Works in the United States and all license fees and royalties arising in the United States from such use to the extent permitted by such licenses or rights;

(i) All amendments, extensions, renewals and extensions of any of the foregoing Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date-written above.

Address Of Grantors:

c/o Amerigen Pharmaceuticals, Ltd.  
9 Polito Ave. Suite 900  
Lyndhurst, JN 07071  
Attention: John Walter Lowry III  
Fax: (732)745-8070  
E-mail: jlowry@amerigenpharma.com

**GRANTORS:**

**AMERIGEN PHARMACEUTICALS,  
INC.**

By: \_\_\_\_\_

Name: John Walter Lowry III  
Title: Chief Executive Officer

**AMERIGEN PHARMACEUTICALS  
LTD.**

By: \_\_\_\_\_

Name: John Walter Lowry III  
Title: Chief Executive Officer

**STP HOLDING LIMITED**

By: \_\_\_\_\_

Name: John Walter Lowry III  
Title: Chief Executive Officer

**STP HOLDING, L.L.C. LIMITED**

By: \_\_\_\_\_

Name: John Walter Lowry III  
Title: Chief Executive Officer

**SUZHOU AMERIGEN  
PHARMACEUTICAL CO., LTD.**

By: \_\_\_\_\_

Name: Karl Wagner  
Title: Chairman and Legal Representative



**Marathon/Amerigen/IP Security Agreement**

ActiveUS 173481924v.2

Address of Agent:

Wilmington Trust, National Association  
50 South Sixth Street, Suite 1290  
Minneapolis, MN 55402  
Attn: Nikki Kroll  
Facsimile: (612) 217-5651  
Email: nkroll@wilmingtontrust.com

**AGENT:**

**WILMINGTON TRUST,  
NATIONAL ASSOCIATION, as  
Agent**

By: 

Name:

Title:

Nicole Kroll  
Assistant Vice President

**Marathon/Amerigen/IP Security Agreement**

**TRADEMARK  
REEL: 006660 FRAME: 0939**

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.	N/A	N/A



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.	N/A	N/A

Marathon / Amerigen / IP Security Agreement

ActiveUS 173504547v.3

EXHIBIT C

Trademarks

<b>Name / Identifier of IP or License</b>	<b>Type of IP (e.g., patent, TM, ©, mask work)</b>	<b>Registration Date</b>
Trademark 86/858,716	Trademark	Registration date 12/28/15
Trademark 86/956,277	Trademark	Registration date 3/29/16
Trademark 87/477,062	Trademark	Registration date 6/6/17

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ActiveUS 173504547v.3

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

N/A

N/A

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ActiveUS 173504547v.3