

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOVUM PHARMA, LLC		08/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CARDINAL HEALTH 105, INC.		
Street Address:	7000 Cardinal Place		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3012076	ALCORTIN	
Registration Number:	4015701	ALCORTIN A	
Registration Number:	3165927	NOVACORT	
Registration Number:	5566870	QUINJA	
Registration Number:	5561594	QUINJA	
Registration Number:	5286948	NO HASSLE HOTLINE	
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:	6142272063		
Email:	nbahhur@porterwright.com		
Correspondent Name:	Noor E. Bahhur		
Address Line 1:	41 South High Street		
Address Line 2:	Suite 2900		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Noor E. Bahhur		
SIGNATURE:	/Noor E. Bahhur/		
DATE SIGNED:	09/05/2019		

CH \$165.00 3012076

Total Attachments: 6

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SHORT FORM TRADEMARK SECURITY AGREEMENT

SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of September 3, 2019, by NOVUM PHARMA, LLC, a Delaware limited liability company (the “Borrower”), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to Section 7.10 of the Security Agreement referred to below (“Additional Grantors”, and together with the Borrower, each a “Grantor” and, collectively, the “Grantors”) in favor of CARDINAL HEALTH 105, INC. (together with its successors and assigns, “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of September 3, 2019 (as amended, modified or supplemented from time to time, the “Loan Agreement”) between Borrower and Lender, Lender has agreed to make loans to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to that certain Security Agreement of even date herewith in favor of Lender (the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Amendment and to induce Lender to continue to make loans to Borrower thereunder, each Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement or in the Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

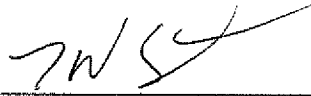
The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

NOVUM PHARMA, LLC, a Delaware
limited liability company
as Borrower and Grantor

By: 
Name: Todd N. Smith
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CARDINAL HEALTH 105, INC.

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each 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.

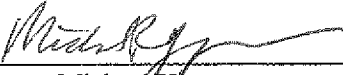
Very truly yours,

NOVUM PHARMA, LLC, a Delaware limited liability company
as Borrower and Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

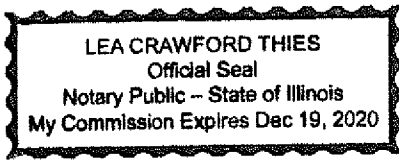
CARDINAL HEALTH 105, INC.

By:  _____
Name: Michael Yeager
Title: Director, Credit COE

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Illinois)
)
COUNTY OF COOK) ss.

On this 28th day of August, 2019 before me personally appeared Todd N. Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Novum Pharma, LLC, a Delaware limited liability company who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



Lea Crawford Thies
Notary Public

[Signature Page to Acknowledgement of Grantor for Trademark Security Agreement]

SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark No. 3,012,076	November 1, 2005	Alcortin	Owned by Novum Pharma, LLC
Trademark No. 4,015,701	August 23, 2011	Alcortin A	Owned by Novum Pharma, LLC
Trademark No. 3,165,927	October 31, 2006	Novacort	Owned by Novum Pharma, LLC
Trademark No. 5,566,870	September 18, 2018	Quinja (& Design)	Owned by Novum Pharma, LLC
Trademark No. 5561594	September 11, 2018	Quinja	Owned by Novum Pharma, LLC
Trademark No. 5,286,948	September 12, 2017	NO HASSLE HOTLINE	Owned by Novum Pharma, LLC

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None