

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544109

<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>
NEOS THERAPEUTICS, INC.		10/02/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerfield Mgmt, L.P., as Collateral Agent		
<b>Street Address:</b>	780 Third Avenue		
<b>Internal Address:</b>	37th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87599332	ADZENYS ER	
<b>Serial Number:</b>	86847760	ADZENYS XR-ODT	
<b>Serial Number:</b>	86847780	COTEMPLA XR-ODT	
<b>Serial Number:</b>	86847757		
<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>	212.940.6562		
<b>Email:</b>	joanne.arnold@katten.com		
<b>Correspondent Name:</b>	Joanne BL Arnold		
<b>Address Line 1:</b>	Katten		
<b>Address Line 2:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022-2585		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		
<b>SIGNATURE:</b>	/Joanne BL Arnold/		
<b>DATE SIGNED:</b>	10/07/2019		
<b>Total Attachments: 12</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of October 2, 2019, is by and between NEOS THERAPEUTICS, INC., a Delaware corporation (“Grantor”) and Deerfield Mgmt, L.P., as collateral agent for Lenders (“Secured Party”).

### WITNESSETH:

WHEREAS, pursuant to that certain Facility Agreement, dated as of May 11, 2016 (as amended by the First Amendment to Facility Agreement dated as of June 1, 2017, by and among Grantor, the “Guarantors” party thereto and the Lenders party thereto, the Second Amendment to Facility Agreement dated as of November 5, 2018 among Grantor, the “Guarantors” and Lenders party thereto, the Third Amendment to Facility Agreement dated as of March 29, 2019 among Grantor, the “Guarantors” party thereto and Lenders party thereto, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Facility Agreement”), by and among Deerfield Private Design Fund III, L.P., Deerfield Special Situations Fund, L.P. (collectively, the “Lenders”) and Grantor, Lenders have made loans to Grantor in accordance with the terms and conditions set forth therein;

WHEREAS, to secure the Obligations under the Facility Agreement Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and Secured Party, hereby agree as follows:

#### SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Facility Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Copyrights” shall mean all United States copyrights and like protections in each work of authorship or derivative work thereof of Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyright registrations listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Copyright.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“IP Collateral” shall have the meaning assigned to such term in Section 2 of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to Grantor of any right under any Intellectual Property.

“Patents” shall mean all United States patents and applications for patents of Grantor and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the patent registrations listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Patent.

“Permitted Liens” means Liens in favor of Secured Party.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean the collective reference to (i) all Obligations of Grantor to Lenders under the Facility Agreement, and (ii) all obligations of Grantor under the Security Agreement and this Agreement, respectively (including, without limitation, default interest accruing at the then applicable rate provided in the Facility Agreement and interest accruing at the then applicable rate after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to Grantor, and post-filing or post-petition interest, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Facility Agreement, or any other document executed and delivered in connection therewith, in each case whether on account of principal, interest, fees, indemnities, costs, expenses or otherwise (including, without

limitation, all reasonable fees and disbursements of counsel to Secured Party that are required to be paid by Grantor pursuant to the terms of any of the foregoing agreements).

“Trademarks” shall mean all United States trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Grantor, whether registered or unregistered, including, without limitation, the trademark registrations listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Trademark.

SECTION 2. Grant of Security Interest. As further security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to Secured Party, on behalf of Lenders, a lien and continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All of the following: all trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (g) All General Intangibles connected with the use of, or related to, any and all of the foregoing (including, without limitation, all goodwill of Grantor and its business,

products and services appurtenant to, associated with, or symbolized by, any Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

Notwithstanding anything herein, or in any other Loan Document, to the contrary, in no event shall the IP Collateral include any Excluded Property.

SECTION 3. [Reserved].

SECTION 4. Grantor's Representations and Warranties. In addition to any representations and warranties contained in the Security Agreement, Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States registered Copyrights owned by Grantor as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all registered United States Patents owned by Grantor as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States registered Trademarks owned by Grantor as of the date hereof.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional Intellectual Property acquired after the date of this agreement, above, all of which shall be deemed to be and treated as IP Collateral within the meaning of this Agreement. Upon the acquisition by Grantor of any additional material Intellectual Property and the reasonable request of Secured Party, Grantor shall promptly deliver to Secured Party an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby authorizes the Lender to file, at Grantor's expense, such updated Exhibit as set forth in Section 5(b).

(b) Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to

evidence Secured Party's security interest in any material IP Collateral (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantor hereby appoints Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantor's Rights To Enforce Intellectual Property. So long as no Event of Default has occurred and is continuing, the Grantor shall have the exclusive right to sue for past, present and future infringement of the IP Collateral, including the right to seek injunctions and/or money damages in an effort by the Grantor to protect the IP Collateral against encroachment by third parties, provided, however, that:

(a) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral; and

(b) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantor, may terminate or limit the Grantor's rights under this Section 6.

SECTION 7. Grantor's Rights to License Intellectual Property. Secured Party agrees that all rights of any licensee of the IP Collateral shall survive any exercise of rights and remedies by Secured Party in connection with this Agreement, including any foreclosure and subsequent transfer of such IP Collateral by Secured Party. Secured Party further agrees, following the reasonable request of the Grantor or any licensee of the IP Collateral and at the Grantor's or such licensee's expense, to execute such documents and to take such actions as may be reasonably requested by the Grantor or such licensee to preserve and protect the rights of any such licensee.

SECTION 8. Secured Party's Actions To Protect Intellectual Property. In the event of the occurrence and continuance of any Event of Default, Secured Party, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in Secured Party's own right in connection therewith.

SECTION 9. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, Secured Party may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the IP Collateral, in addition to which Secured Party may sell, license, assign, transfer, or otherwise dispose of the IP Collateral, subject to those restrictions to which Grantor is subject under applicable law and by contract. Any Person may conclusively rely upon an affidavit of an officer of Secured Party that an Event of Default has occurred and that Secured Party is authorized to exercise such rights and remedies.

SECTION 10. Secured Party As Attorney-In-Fact.

(a) Grantor hereby irrevocably makes, constitutes and appoints Secured Party (and all officers, employees or agents designated by Secured Party) as and for Grantor's true and lawful agent and attorney-in-fact, and in such capacity Secured Party shall have the right, with power of substitution for Grantor and in Grantor's name or otherwise, for the use and benefit of Secured Party:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired United States Intellectual Property of Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Secured Party reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral, subject to those restrictions to which Grantor is subject under applicable law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until the Security Agreement (as defined in the Facility Agreement) is terminated.

(c) Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10(a), but if Secured Party elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of Secured Party.

**SECTION 11. Secured Party's Rights.** Any use by Secured Party of the IP Collateral, as authorized hereunder in connection with the exercise of Secured Party's rights and remedies under this Agreement shall be without any liability for royalties or other related charges.

**SECTION 12. Further Assurances.** Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as Secured Party may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest including the payment of any fees and taxes required



in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

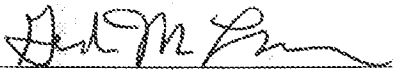
SECTION 13. Choice of Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

**GRANTOR:**

**NEOS THERAPEUTICS, INC.**

By: 

Name: Gerald McLaughlin

Title: Chief Executive Officer and  
President

Address for Notices:

2940 N. Hwy 360, Suite 400

Grand Prairie, Texas 75050

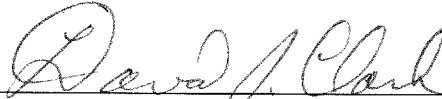
Email: reisenstadt@neostx.com

Attn: Richard Eisenstadt

**SECURED PARTY:**

**DEERFIELD MGMT, L.P.**

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

By: 

Name: David J. Clark

Title: Authorized Signatory

EXHIBIT A  
List of Copyrights

**Copyright Registrations**

<u>Title</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.			

**EXHIBIT B**

**List of Patents**

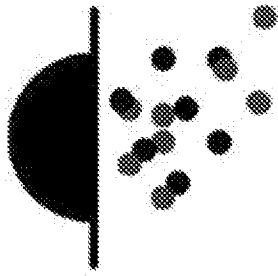
**Patent Registrations**

Description	Application No.	Application Date	Patent No.	Registration Date
None.				

**EXHIBIT C**

List of Trademarks

**Trademark Registrations**

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
ADZENYS ER	87599332	9/7/17	5628952	12/11/18	Registered
ADZENYS XR-ODT	86847760	12/14/15	5147879	2/21/17	Registered
COTEMPLA XR-ODT	86847780	12/14/15	5387222	1/23/18	Registered
	86847757	12/14/15	5111115	12/27/16	Registered

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