

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549095

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cantor Fitzgerald Securities, as Agent and as Collateral Agent		11/12/2019	Partnership: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zyla Life Sciences		
<b>Doing Business As:</b>			
<b>Street Address:</b>	600 Lee Road		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Wayne		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Zyla Life Sciences US Inc.		
<b>Street Address:</b>	600 Lee Road		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Wayne		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Egalet Limited		
<b>Street Address:</b>	c/o Dechert LLP		
<b>Internal Address:</b>	160 Queen Victoria Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC4V 4QQ		
<b>Entity Type:</b>	Private Limited Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4721033	TIVORBEX	

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**CORRESPONDENCE DATA****Fax Number:** 2126983599*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.***Phone:** 2126983500**Email:** patents@dechert.com**Correspondent Name:** Dechert LLP**Address Line 1:** Three Bryant Park**Address Line 2:** 1095 Avenue of the Americas**Address Line 4:** New York, NEW YORK 10036**ATTORNEY DOCKET NUMBER:** 389818-169052**NAME OF SUBMITTER:** Michael Riego**SIGNATURE:** /Michael Riego/**DATE SIGNED:** 11/12/2019**Total Attachments: 6**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") is dated as of November 12, 2019, by and among ZYLA LIFE SCIENCES (f/k/a Egalet Corporation), a Delaware corporation with an address at 600 Lee Road, Suite 100, Wayne, Pennsylvania 19087 (the "Company"), ZYLA LIFE SCIENCES US INC. (f/k/a Egalet US, Inc.), a Delaware corporation with an address at 600 Lee Road, Suite 100, Wayne, Pennsylvania 19087 ("Zyla US"), EGALET LIMITED, a private limited company formed under the law of England and Wales with an address at c/o Dechert LLP, 160 Queen Victoria Street, London EC4V 4QQ United Kingdom ("Egalet UK" and, together with the Company and Zyla US, the "Grantors"), and CANTOR FITZGERALD SECURITIES, in its capacities as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Agent") and as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

### **PRELIMINARY STATEMENT**

WHEREAS pursuant to the terms, conditions and provisions of that certain Credit Agreement dated as of March 20, 2019 (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), by and among the Company, the Lenders and the Agent, the Company is borrowing Loans from time to time from the Lenders, which are guaranteed on a senior secured basis by each of the Grantors;

WHEREAS, pursuant to the terms of the Credit Agreement, each of the Grantors has agreed to execute and deliver a Collateral Agreement dated as of March 20, 2019 (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement") to, among other things, induce the Agent to enter into the Credit Agreement and for the benefit of the Lenders;

WHEREAS, each of the Grantors has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on, such Grantors' rights, titles and interests in and to the intellectual property granted pursuant to that certain Grant of Security Interest in Trademarks, dated as of March 20, 2019 (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the "Grant"), by and among the Grantors, the other subsidiary parties from time to time party thereto, the Agent and the Collateral Agent;

WHEREAS, the Company has, substantially concurrently with the execution of this Agreement, entered into that certain Asset Purchase Agreement, to be dated as of the date hereof (the "Purchase Agreement"), by and between the Company, as the seller, and Genus Lifesciences Inc., as the buyer (the "Buyer"), pursuant to which the Company has agreed to sell, among other assets, the Released Collateral (as defined below); and

WHEREAS, pursuant to the terms of the Credit Agreement and the Collateral Agreement, the Grantors shall be entitled to obtain a release of the continuing security interest and liens granted on certain trademarks under the Grant in accordance with terms thereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Agent, the Collateral Agent and Grantors hereby agrees as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement and the Credit Agreement, as the context may require.

II. RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Collateral Agent hereby terminates, releases and discharges all of its liens and security interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Released Collateral"), and the Collateral Agent agrees that Grantors may have this Agreement recorded or registered, as applicable, in the United States Patent and Trademark Office and other respective trademark offices:

A. all of the trademark applications and registrations set forth in Schedule I hereto (the "Trademarks"); and

B. all products and proceeds of the Trademarks, including any claim by such Grantors against third parties for past, present or future (i) infringement of any Trademarks or any Trademarks exclusively licensed under any intellectual property license, including the right to receive any damages, or (ii) right to receive license fees, royalties and other compensation under any intellectual property license.

III. CONDITIONS. The release contemplated in Section II of this Agreement shall be conditioned upon the execution and effectiveness of the Purchase Agreement and the sale of the Released Collateral to the Buyer occurring substantially concurrently with the execution and effectiveness of this Agreement.

IV. FURTHER ASSURANCES. The Grantors hereby acknowledge and affirm the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Collateral (other than the Released Collateral and any other assets sold or disposed of in connection therewith) made and granted under the Grant (if any, as applicable) and the Collateral Agreement. The Collateral Agent agrees (at the sole cost and expense of the Grantors) to execute, acknowledge and deliver to the Grantors all further releases, acknowledgments and other documents, and take all other actions, as may be reasonably requested by the Grantors to effectuate the release of the Released Collateral.

V. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

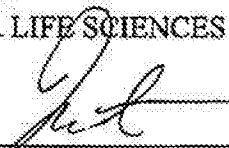
VI. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL**

**OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT LOCAL LAW GOVERNS  
THE CREATION, PERFECTION, PRIORITY, ENFORCEMENT OR RELEASE OF  
SECURITY INTERESTS.**

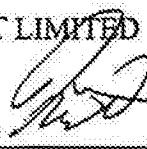
[signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.


ZYLA LIFE SCIENCES

By:   
Name: MARK STOBELL  
Title: COO

EGALET LIMITED

By:   
Name: MARK STOBELL  
Title: COO

ZYLA LIFE SCIENCES US INC.

By:   
Name: MARK STOBELL  
Title: COO

[Signature Page to Release of Security Interest in Trademarks]

ACCEPTED AND ACKNOWLEDGED BY:

CANTOR FITZGERALD SECURITIES,  
as Agent and as Collateral Agent  
110 E. 59th Street  
New York, NY 10022

By:   
Name: Nils Horning  
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

(2/14/2014)

Schedule 1

to

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Assignee	Mark	Country	RegNo
Egalet US Inc.	TIVORBEX	UNITED STATES	4,721,033