

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554038

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XSPIRE PHARMA, LLC		12/18/2019	Limited Liability Company: MISSISSIPPI
WRASER, LLC		12/18/2019	Limited Liability Company: MISSISSIPPI

RECEIVING PARTY DATA

Name:	PLEXUS FUND IV-A, L.P.
Street Address:	4242 Six Forks Road
Internal Address:	Suite 950
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27609
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4889095	TREZIX
Registration Number:	4501056	FENOCAPS
Registration Number:	5744460	NALFON
Registration Number:	4533049	PRODRIN
Registration Number:	5898677	TAPERDEX
Serial Number:	88659985	XSPIRE PHARMA

CORRESPONDENCE DATA

Fax Number: 9198216800

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: 919-838-2034

Email: pkarmire@smithlaw.com

Correspondent Name: Perky L. Karmire, NCCP

Address Line 1: 150 Fayetteville Street

Address Line 2: Suite 2300

Address Line 4: Raleigh, NORTH CAROLINA 27601

CH \$165.00 4889095

NAME OF SUBMITTER:	Perky L. Karmire
SIGNATURE:	/s/ Perky L. Karmire
DATE SIGNED:	12/19/2019
Total Attachments: 6 source=Plexus_Xspire Pharma - Intellectual Property Security Agreement [Executed] (2)#page1.tif source=Plexus_Xspire Pharma - Intellectual Property Security Agreement [Executed] (2)#page2.tif source=Plexus_Xspire Pharma - Intellectual Property Security Agreement [Executed] (2)#page3.tif source=Plexus_Xspire Pharma - Intellectual Property Security Agreement [Executed] (2)#page4.tif source=Plexus_Xspire Pharma - Intellectual Property Security Agreement [Executed] (2)#page5.tif source=Plexus_Xspire Pharma - Intellectual Property Security Agreement [Executed] (2)#page6.tif	

Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 18, 2019 (this "**Agreement**"), is made by XSPIRE PHARMA, LLC, a Mississippi limited liability company, and WRASER, LLC, a Mississippi limited liability company (collectively, the "**Grantor**") in favor of PLEXUS FUND IV-A, L.P., a Delaware limited partnership, as collateral agent for the ratable benefit of itself and the Purchasers (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**"). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

WHEREAS, the Grantor, LEGACY-XSPIRE ACQUISITION, LLC, a Delaware limited liability company ("**Parent**"), GENTEX PHARMA, LLC, a Mississippi limited liability company ("**Gentex**"), and together with the Grantor and Parent, each a "**Borrower**" and, collectively, the "**Borrowers**"), the other Loan Parties from time to time party thereto, Collateral Agent, and the Purchasers from time to time party thereto have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "**Purchase Agreement**");

WHEREAS, in connection with the Purchase Agreement, the Borrowers have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of Collateral Agent for the ratable benefit of itself and Purchasers from time to time party to the Purchase Agreement; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Purchase Agreement, the Grantor hereby agrees as follows:

Section 1 Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Purchase Agreement) of the Grantor, hereby pledges to Collateral Agent, for the ratable benefit of itself and the Purchasers, and grants to Collateral Agent, for ratable benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "**Patent Collateral**"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to Collateral

Agent, for the ratable benefit of itself and the Purchasers, and grants to Collateral Agent, for ratable benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral” and, together with the Patent Collateral, the “Intellectual Property Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule II hereto, but excluding any “intent to use” Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Intellectual Property 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. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its (i) Patents and Patent Licenses and (ii) Trademarks and Trademark Licenses, in each case subject to a security interest hereunder.

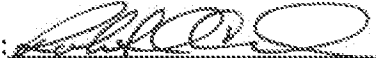
Section 5 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of North Carolina, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first set forth above.

XSPIRE PHARMA, LLC

By: 
Name: Robert Cunard
Its: Vice President

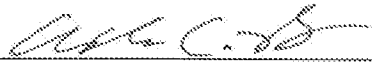
WRASER, LLC

By: 
Name: Robert Cunard
Its: Vice President

COLLATERAL AGENT:

PLEXUS FUND IV-A, L.P.

By: Plexus Fund IV GP I, LLC
Its: General Partner

By: 
Name: Alexander C. Bean
Its: Manager

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I

Registered Patents

None.

Patent Applications

None.

Patent Licenses

None.

SCHEDULE II

Registered Trademarks

Mark	Country	Registration Date	Registration Number
TREZIX	USA	January 19, 2016	4,889,095
FenoCaps	USA	March 25, 2014	4,501,056
Nalfon	USA	May 7, 2019	5,744,460
PRODRIN	USA	May 20, 2014	4,533,049
TaperDex	USA	October 29, 2019	5,898,677

Trademark Applications

Mark	Country	Application Date	Serial Number
XSPIRE PHARMA	USA	October 18, 2019	88-659,985

Trademark Licenses

None.