

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sovereign Pharamceuticals, LLC		01/02/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as administrative agent		
Street Address:	3290 Northside Parkway NW		
Internal Address:	7th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30327		
Entity Type:	Banking Corp.: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4847720	OBREDON	
Registration Number:	4587076	SOVEREIGN PHARMACEUTICALS, LLC	
Serial Number:	87512327	AYZROL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	Results-UCCTeam4@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Alexander Thurmond		
SIGNATURE:	/Alexander Thurmond/		
DATE SIGNED:	01/07/2020		
Total Attachments: 7 source=IP Filing#page1.tif			

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sovereign Pharmaceuticals, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 2, 2020

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CIBC Bank USA, as administrative agent

Street Address: 3290 Northside Parkway NW, 7th Floor

City: Atlanta

State: GA

Country USA Zip: 30327

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Banking Corp. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

1. 4847720 2. N/A 3. 4587076

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

1. OBREDON 2. AYZROL (June 30, 2017) 3. SOVEREIGN PHARMACEUTICALS, LLC

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Alexander Thurmond

Internal Address: _____

Street Address: 201 17th Street NW, Suite 1700

City: Atlanta

State: GA Zip: 30363

Phone Number: (404)322-6718

Docket Number: _____

Email Address: alex.thurmond@nelsonmullins.com

6. Total number of applications and registrations involved:

3

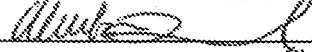
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: 
Signature

1/3/2020

Date

Alexander Thurmond
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 2, 2020, is made and entered into by Sovereign Pharmaceuticals, LLC (the "Grantor") and CIBC Bank USA in its capacity as administrative agent for each of the Lenders (the "Administrative Agent").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 27, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Alora Pharmaceuticals, LLC, a Delaware limited liability company (the "Borrower"), the other loan parties party thereto (the "Loan Parties"), the Administrative Agent and the lenders party thereto (the "Lenders"), the Lenders have agreed to make certain loans, extensions of credit and other financial accommodations to the Borrower and the other loan parties;

WHEREAS, the Lenders are willing to continue making the loans, extensions of credit and other financial accommodations to the Borrower and the other Loan Parties provided for in the Credit Agreement only upon the condition, among others, that the Grantor shall have executed and delivered this Agreement in order to create, establish, reaffirm and perfect the liens, security interests and other encumbrances of the Administrative Agent, on behalf of the Lenders, securing the obligations of the Loan Parties under the Loan Documents pursuant to the terms and conditions of that certain Guaranty and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Borrower, the other Loan Parties and the Administrative Agent;

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, the Grantor hereby agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Credit Agreement or in the other Loan Documents and used herein have the meaning given to them in the Credit Agreement or in such other Loan Document, as applicable.

Section 2. Grant of Security Interest in Trademarks

In furtherance of the liens, security interests and other encumbrances granted to the Administrative Agent, on behalf of the other Lenders, pursuant to the Collateral Agreement, the Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in, to and under the following personal property and other assets, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the "Trademark Collateral") including, without

limitation, those identified on Schedule I attached hereto and made apart hereof, to secure the prompt and complete payment and performance of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, elements of package, internet domain names, logos and other source identifiers, on a world-wide basis, and the registrations and applications for registration thereof including, but not limited to, the registered trademarks and service marks and the U.S. trademarks and service marks applications set forth on Schedule I hereto and the goodwill of the business symbolized by the foregoing;

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all reissues, reexaminations, adjustment, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;

(d) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to the foregoing, including, without limitation, damages and payments for past and future infringements of the foregoing;

(e) the right to sue for past, present and future infringements, misappropriation, dilution, violation or other impairment thereof and, in each case, all rights to obtain any other intellectual property right ancillary to any trademark of the foregoing;

(f) all rights corresponding to any of the foregoing throughout the world; and

(g) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, confidential or proprietary information, data, databases, data collections, customer lists, credit files, programs, printouts and other computer materials and records, trade secrets or trade secret rights, know-how, operating manuals, research in progress algorithms, data, databases, data collections, designs, processes, procedures, methods, protocols, materials, formulate, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, regulatory filings, submissions and approvals related to any of the foregoing and the results of experimentation and testing.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include United States intent-to-use trademark applications or service mark applications to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such intent-to-use trademark application or service mark application under applicable law; provided that upon submission and acceptance by the USPTO of an amendment to allege pursuant to 15 U.S.C. Section 1060(a) or any successor provision), such intent-to-use trademark application or service mark application shall be considered Trademark Collateral.

Section 3. Security Agreement

The security interests granted and reaffirmed pursuant to this Agreement are granted and reaffirmed in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the

Trademark Collateral granted and reaffirmed hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the Administrative Agent shall determine, in its discretion, which terms shall control.

Section 4. GOVERNING LAW

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 5. Authorization to Supplement.

If the Grantor shall obtain rights to any Trademark Collateral after the date hereof, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks, trademark applications or related renewals or extensions of the same. Without limiting each Grantors obligations under this Section, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include such new Trademark Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

Section 6. Counterparts

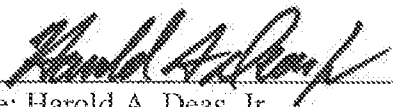
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic image scan transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. The Administrative Agent may also require that any such documents and signatures delivered by facsimile or by other electronic image scan transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic image scan transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**SOVEREIGN PHARMACEUTICALS,
LLC**, a Texas limited liability company

By: 
Name: Harold A. Deas, Jr.
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CIBC BANK USA,
as Administrative Agent

By: *Patrick D Putman*

Name: Patrick D. Putman

Title: Managing Director and Head of Southeast
Commercial Banking

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006832 FRAME: 0536

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Owner	Mark	Serial No. / Registration No.	Filing Date / Registration Date	Status
Sovereign Pharmaceuticals, LLC	OBREDON	N/A / 4847720	November 21, 2014 / November 3, 2015	LIVE
Sovereign Pharmaceuticals, LLC	AYZROL	87512327 / N/A	June 30, 2017 / N/A	LIVE
Sovereign Pharmaceuticals, LLC	SOVEREIGN PHARMACEUTICALS, LLC	N/A / 4587076	June 12, 2013 / August 19, 2014	LIVE