

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589662

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION  |
| <b>NATURE OF CONVEYANCE:</b> | Notice and Grant of Security Interest in Trademarks |
| <b>RESUBMIT DOCUMENT ID:</b> | 900558035   |

## CONVEYING PARTY DATA

| Name           | Formerly | Execution Date | Entity Type                           |
|----------------|----------|----------------|---------------------------------------|
| Unipharma, LLC |          | 05/29/2020     | Limited Liability Company:<br>FLORIDA |

## RECEIVING PARTY DATA

|                          |                                      |
|--------------------------|--------------------------------------|
| <b>Name:</b>             | NHTV Ulm Holdings, LLC               |
| <b>Street Address:</b>   | 1585 Broadway                        |
| <b>Internal Address:</b> | c/o MS Capital Partners Adviser Inc. |
| <b>City:</b>             | New York                             |
| <b>State/Country:</b>    | NEW YORK                             |
| <b>Postal Code:</b>      | 10036                                |
| <b>Entity Type:</b>      | Limited Liability Company: DELAWARE  |

## PROPERTY NUMBERS Total: 13

| Property Type  | Number   | Word Mark      |
|----------------|----------|----------------|
| Serial Number: | 88189823 | GLUTADOSE      |
| Serial Number: | 87906393 | ATAMEL         |
| Serial Number: | 87952474 | N-MMUNE        |
| Serial Number: | 87906421 | DRKIDS         |
| Serial Number: | 87906390 | PROSPAN        |
| Serial Number: | 88189828 | GLUTAAGE       |
| Serial Number: | 88820169 | GDAVIR-19      |
| Serial Number: | 88920459 | GLUTALCYS      |
| Serial Number: | 88920547 | GLUTAWELL      |
| Serial Number: | 88920557 | GLUTAVIR       |
| Serial Number: | 88920562 | GLUTAIMMUNE    |
| Serial Number: | 88189827 | GLUTASPORT     |
| Serial Number: | 87906382 | LIOLACTIL KIDS |

## CORRESPONDENCE DATA

Fax Number: 2129096836

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212-909-6000  
**Email:** trademarks@debevoise.com  
**Correspondent Name:** Zahra J. Khosrovi Sowder, Esq.  
**Address Line 1:** 919 Third Avenue  
**Address Line 2:** Debevoise & Plimpton LLP  
**Address Line 4:** New York, NEW YORK 10022

|                           |                            |
|---------------------------|----------------------------|
| <b>NAME OF SUBMITTER:</b> | Zahra J. Khosrovi Sowder   |
| <b>SIGNATURE:</b>         | /Zahra J. Khosrovi Sowder/ |
| <b>DATE SIGNED:</b>       | 07/31/2020                 |

**Total Attachments: 8**

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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (the "Agreement"), dated as of May 29, 2020, made by Unipharma, LLC (the "Grantor"), in favor of NHTV Ulm Holdings LLC, as Lender ("Lender") party to the Loan Agreement, dated as of September 28, 2018 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, Tamarac 10200, LLC, the Pledgors (as defined in the Loan Agreement) and Lender.

WHEREAS, pursuant to the Loan Agreement, Lender has made extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor granted to Lender a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined or specified herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Loan Agreement it granted to Lender a security interest in all of such Grantor's right, title and interest in (subject only to Liens permitted under the Loan Agreement and existing licenses to use the Trademarks granted by the applicable Grantor) and to all Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Property.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States

Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Loan Agreement. The Loan Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademarks are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), each of which shall be deemed an original, and all of which taken together shall be deemed to constitute one and the same instrument.

SECTION 7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

UNIPHARMA, LLC

By:

Name: *Reginald S. Santhamma*  
Title: *Vice President*

*(Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks)*

NHTV ULM HOLDINGS LLC, as Lender

By: North Haven Tactical Value Fund LP, its  
member

By: MS Tactical Value Fund GP LP, its general  
partner

By: MS Tactical Value Fund GP Inc., its general  
partner

By: 

Name: Frederik Wijsenbeek

Title: Executive Director

*[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]*

**TRADEMARK**

**REEL: 007024 FRAME: 0360**

SCHEDULE I

Trademark Registrations

| Owner          | Trademark      | (Application No.) /<br>Registration No.) | Filing Date | Registration Date |
|----------------|----------------|--|-------------|-------------------|
| Unipharma, LLC | GLUTADOSE      | (88189823/<br>5945760)                   | 11/12/2018  | 12/24/2019        |
| Unipharma, LLC | ATAMEL         | (87906393)                               | 05/03/2018  | Abandoned         |
| Unipharma, LLC | N-MMUNE        | (87952474)                               | 06/07/2018  | N/A               |
| Unipharma, LLC | LIOLACTIL KIDS | (87906382)                               | 05/03/2018  | N/A               |
| Unipharma, LLC | DRKIDS         | (87906421)                               | 05/03/2018  | N/A               |
| Unipharma, LLC | PROSPAN        | (87906390)                               | 05/03/2018  | N/A               |
| Unipharma, LLC | GLUTASPORT     | (88189827)                               | 11/12/2018  | N/A               |
| Unipharma, LLC | GLUTAAGE       | (88189828)                               | 11/12/2018  | N/A               |
| Unipharma, LLC | GDAVIR-19      | (88820169)                               | 03/04/2020  | N/A               |
| Unipharma, LLC | GLUTALCYS      | (8892059)                                | 05/18/2020  | N/A               |
| Unipharma, LLC | GLUTAWELL      | (88920547)                               | 05/18/2020  | N/A               |
| Unipharma, LLC | GLUTAVIR       | (88920557)                               | 05/18/2020  | N/A               |
| Unipharma, LLC | GLUTAIMMUNE    | (88920562)                               | 05/18/2020  | N/A               |