## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM597409

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (TRADEMARKS)	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BMO Harris Bank N.A., as Collateral Agent		09/14/2020	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	MidCap Financial Trust, as Collateral Agent		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	87918238	GENSKEVA
Serial Number:	87918216	YARGESA
Serial Number:	87805506	MANDELAMINE

### **CORRESPONDENCE DATA**

Fax Number: 6175269899

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.

6175269628 Phone:

cslattery@proskauer.com Email:

**Correspondent Name: Christine Slattery** Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11964 / 298	
NAME OF SUBMITTER:	Christine Slattery	
SIGNATURE:	/Christine Slattery/	
DATE SIGNED:	09/14/2020	

**TRADEMARK** REEL: 007050 FRAME: 0417

900569299

## **Total Attachments: 4**

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TRADEMARK REEL: 007050 FRAME: 0418

# ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (TRADEMARKS)

ASSIGNMENT dated as of September 14, 2020, from BMO Harris Bank N.A., as Collateral Agent for the Secured Parties (in such capacity as Collateral Agent, the "Existing Collateral Agent"), to MidCap Financial Trust, as the successor Collateral Agent for the Secured Parties (together with its successors and assigns, the "Successor Collateral Agent"). All terms capitalized but not otherwise defined herein shall have the meanings as in the Trademark Security Agreement as defined below.

## $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of May 24, 2019 by Edenbridge Pharmaceuticals, LLC, a Delaware limited liability company (the "Grantor") in favor of the Existing Collateral Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on June 18, 2019 at Reel 6672 Frame 0517 (the "Trademark Security Agreement"), the Grantor, granted a security interest to the Existing Collateral Agent for the benefit of the Secured Parties in certain Intellectual Property Collateral including the trademarks set forth on Schedule 1 hereto;

WHEREAS, the Existing Collateral Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Trademark Security Agreement to the Successor Collateral Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Collateral Agent hereby acknowledges and agrees as follows:

- 1. <u>Definitions</u>. The term "Intellectual Property Collateral" shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on <u>Schedules 1</u>.
- 2. <u>Assignment of Security Interest</u>. The Existing Collateral Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Intellectual Property Collateral, to the Successor Collateral Agent.
- 3. <u>Further Assurances</u>. The Existing Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

[Signature Page Follows]

TRADEMARK
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IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Intellectual Property Collateral by its duly authorized officer as of the date first written above.

**EXISTING COLLATERAL AGENT:** 

BMO HARRIS BANK N.A, as Collateral Agent

By: 2 ~ L H Name: Zachary M. Evett

Title: Director

# Accepted and Agreed:

## SUCCESSOR COLLATERAL AGENT:

MIDCAP FINANCIAL TRUST, as Successor Collateral Agent

By: Apollo Capital Management, L.P.,

its Investment Manager

By: Apollo Capital Management GP, LLC,

its General Partner

Title: Authorized Signatory

# SCHEDULE 1

### **TRADEMARKS**

**RECORDED: 09/14/2020** 

GRANTOR	TRADEMARKS	FILING DATE	STATUS	SERIAL NO.
Edenbridge	GENSKEVA	Filing Date –	Active	87918238
Pharmaceuticals, LLC		January 15, 2019		
Edenbridge	YARGESA	Filing Date –	Active	87918216
Pharmaceuticals, LLC		January 15, 2019		
Edenbridge	MANDELAMINE	Filing Date –	Active	87805506
Pharmaceuticals, LLC		May 7, 2019		

TRADEMARK
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