

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603929

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ProPharma MIS Holdings, LLC | | 10/15/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Crescent Agency Services LLC, as Collateral Agent | | |
| Street Address: | 11100 Santa Monica Blvd, Suite 2000 | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90025 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4640635 | PI ARM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6465584180 | | |
| <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: | 2124597115 | | |
| Email: | TRoot@goodwinlaw.com | | |
| Correspondent Name: | Troy Root | | |
| Address Line 1: | 620 8th Avenue | | |
| Address Line 2: | Goodwin Procter LLP | | |
| Address Line 4: | New York, NEW YORK 10018 | | |
| NAME OF SUBMITTER: | Troy Root | | |
| SIGNATURE: | /s/ Troy Root | | |
| DATE SIGNED: | 10/20/2020 | | |
| Total Attachments: 7 | | | |
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 15, 2020 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “**Grantor**” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Crescent Agency Services LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Second Lien Pledge and Security Agreement dated as of October 15, 2020 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

Each Grantor hereby grants, transfers, assigns and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the Secured Obligations: all United States and non-U.S. trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature (“**Trademarks**”), all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted and pledged under Section 2.1 hereof attach to (a) any “intent-to-use”

Trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PROPHARMA GROUP HOLDINGS, LLC
THE WEINBERG GROUP, LLC

By: 
Name: Dawn Sherman
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

PROPHARMA GROUP, LLC
PROPHARMA MIS HOLDINGS, LLC

By: 

Name: Dawn Sherman

Title: President and Chief Executive Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK

REEL: 007080 FRAME: 0895

Accepted and Agreed:

CRESCENT AGENCY SERVICES LLC, as Collateral Agent

By: Crescent Capital Group LP, its Managing Member



By: _____

Name: Arthur King
Title: Senior Vice President



By: _____

Name: Yev Kuznetsov
Title: Managing Director

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

| Mark | App. No./ App. Date | Reg. No./ Reg. Date | Current Owner of Record |
|--|-------------------------|------------------------|-------------------------------|
| PROPHARMA | 87565861 11-AUG-2017 | 5522690 24-JUL-2018 | ProPharma Group Holdings, LLC |
| Design Only  | 87565885 11-AUG-2017 | 5602591 06-NOV-2018 | ProPharma Group Holdings, LLC |
| COMPLEX CHALLENGES. EXCEPTIONAL SOLUTIONS. | 87565901 11-AUG-2017 | 5602592 06-NOV-2018 | ProPharma Group Holdings, LLC |
| CMO COMPASS | 86681684 02-JUL-2015 | 4935966 12-APR-2016 | ProPharma Group, LLC |
| SCIENCE MINDS OVER FDA MATTERS | 76718050 26-MAY-2015 | 4934443 12-APR-2016 | The Weinberg Group Inc. |
| PI ARM & Design  | 86242552 04-APR-2014 | 4640635 18-NOV-2014 | ProPharma MIS Holdings, LLC |
| FOLINIC-PLUS | 86241717 03-APR-2014 | 4680004 27-JAN-2015 | ProPharma Group, LLC |
| WEINBERG ON FDA | 85494890 14-DEC-2011 | 4186019 07-AUG-2012 | The Weinberg Group Inc. |
| W & Design  | 77430615 25-MAR-2008 | 3520170 21-OCT-2008 | The Weinberg Group Inc. |
| SCIENCE MINDS OVER BUSINESS MATTERS | 76014150 31-MAR-2000 | 2526848 08-JAN-2002 | The Weinberg Group Inc. |

| Mark | App. No./ App. Date | Reg. No./ Reg. Date | Current Owner of Record |
|--------------------|--------------------------------|--------------------------------|------------------------------------|
| THE WEINBERG GROUP | 75141815 29-JUL-1996 | 2077506 08-JUL-1997 | The Weinberg Group Inc. |

TRADEMARK REGISTRATIONS

None.