

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Espero Pharmaceuticals, Inc.		10/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HESP LLC		
Street Address:	312 FARMINGTON AVENUE		
City:	FARMINGTON		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4851723	DURLAZA	
CORRESPONDENCE DATA			
Fax Number:	6172359492		
<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:	6179517000		
Email:	Crena.Pacheco@ropesgray.com		
Correspondent Name:	ROPES & GRAY LLP		
Address Line 1:	PRUDENTIAL TOWER		
Address Line 2:	800 BOYLSTON STREET		
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	HRZN-045		
NAME OF SUBMITTER:	CRENA PACHECO		
SIGNATURE:	/CRENA PACHECO/		
DATE SIGNED:	10/23/2020		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is hereby entered into on October 22, 2020 (the "Effective Date"), by and between (i) PSE (ABC), LLC, a Delaware limited liability company (the "PSE Assignee"), as assignee for the benefit of creditors of Espero BioPharma, Inc. ("Espero Bio"), (ii) PPSE (ABC), LLC, a Delaware limited liability company (the "PPSE Assignee"), as assignee for the benefit of creditors of Espero Pharmaceuticals, Inc. ("Espero Pharma") and (iii) PJAX (ABC), LLC, a Delaware limited liability company (the "PJAX Assignee" and together with the PSE Assignee and the PPSE Assignee, collectively, the "Sellers"), as assignee for the benefit of creditors of Jacksonville Pharmaceuticals, Inc. ("Jacksonville Pharma" and together with Espero Bio and Espero Pharma, collectively, the "Assignors"), and HESP LLC, a Delaware limited liability company, as designee of Horizon Technology Finance Corporation and Horizon Credit II LLC (the "Purchaser"). Each of the Sellers and the Purchaser are referred to in this Agreement as a "party" and together as the "parties".

WHEREAS, Sellers, Purchaser, Horizon Technology Finance Corporation and Horizon Credit II LLC have entered that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement") pursuant to which Sellers transferred, assigned, conveyed, granted and delivered to Purchaser, as designee of Horizon Technology Finance Corporation and Horizon Credit II LLC, and Purchaser accepted from Sellers certain Purchased Assets, including, without limitation, the Sellers' rights, title, claims and interest in and to the trademarks and trademark applications listed under "Trademarks" on Schedule A hereto.

WHEREAS, Sellers and Purchaser desire to confirm and effectuate such assignment of the Assigned Trademarks (as defined below) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement.

2. Assignment. Sellers do hereby irrevocably sell, assign, transfer, convey, grant and set over unto Purchaser, its legal representatives, successors, and assigns, Sellers' entire right, title, claim and interest that exists today or may exist in the future, in, to and under any and all worldwide trade names, trademarks and service marks, business names, fictitious business names, domain names and trade dress, whether registered or unregistered, and registrations and applications to register the foregoing, along with all of the goodwill of the business symbolized by the foregoing, including, without limitation, those listed in Schedule A attached hereto, including any and all applications and registrations in the United States and all foreign countries which may be granted therefor and thereon and any and all intellectual property rights inherent in and appurtenant thereto (all of the foregoing collectively, the "Assigned Trademarks"). The Assigned Trademarks shall be held and enjoyed by Purchaser for its own use and benefit, as fully

and entirely as the same would have been held and enjoyed by Sellers had this Agreement not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Trademarks, including the right to any damages accrued for past, present, or future infringement, misappropriation, unfair competition, dilution, or other violation of the Assigned Trademarks. The Assigned Trademarks are assigned with the entire business or portion thereof to which the Assigned Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

3. Acceptance of Assignment. As of the Effective Date, Purchaser hereby receives and accepts the assignment, transfer, conveyance, grant and set over of the rights and properties hereby assigned, transferred and conveyed to it herein from Sellers. Sellers acknowledge and agree that, as a result of the assignment, transfer, conveyance, and grant set forth herein, from and after Effective Date, Purchaser is the owner of all rights, title and interest in and to the Assigned Trademarks in any form or embodiment thereof and is also the owner of the goodwill of the business symbolized by the Assigned Trademarks.

4. Recordation. Sellers hereby consent to and request and authorize the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Assignment and to issue any and all trademark registration or other documents which may be granted upon any of the Assigned Trademarks in the name of Purchaser, as the Purchaser to the entire interest therein. Purchaser shall have the right to file trademark applications for the Assigned Trademarks in any country.

5. Domain Names: In relation to the Sellers' domain names, including, without limitation, the domain names identified on Schedule A hereto, Sellers agree to cooperate with Purchaser to take all actions and provide to Purchaser all items reasonably necessary to initiate and complete the electronic transfer process from Sellers' accounts to Purchaser's account, including, without limitation, providing Purchaser with the applicable transfer authorization codes to allow Purchaser to initiate the process for and effect the online transfer. Sellers shall initiate the transfer of the domain names from Sellers to Purchaser with Sellers' registrar of choice. Sellers hereby authorize and request the applicable registration authority to transfer the domain names from Sellers to Purchaser.

6. Entire Agreement. This Assignment, together with the Asset Purchase Agreement, constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Assignment and the Asset Purchase Agreement. Notwithstanding anything to the contrary herein, Sellers and Purchaser are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Sellers or Purchaser thereunder.

7. Amendments and Waiver. No modification, waiver or amendment of this Assignment shall be binding unless executed in writing by the parties hereto. No waiver of any

of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

8. Governing Law. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflicts of law.

9. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

10. Counterparts. This Assignment may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument. The signatures of both parties need not appear on the same document. The delivery of signed counterparts by facsimile or email transmission that includes a copy of a sending party's signature is as effective as signing and delivering the counterpart in person.


11. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

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IN WITNESS WHEREOF, Sellers and Purchaser have executed and delivered this Trademark Assignment Agreement by their duly authorized representatives as of the Effective Date.

SELLERS:

PSE (ABC), LLC, solely as assignee for the benefit of creditors of Espero BioPharma, Inc.

By: 

Its: President

PURCHASER:

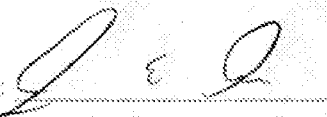
HESP LLC

By: _____

Its: _____

SELLERS:

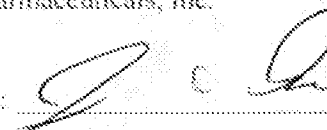
PPSE (ABC), LLC, solely as assignee for the benefit of creditors of Espero Pharmaceuticals, Inc.

By: 

Its: President

SELLERS:

PJAX (ABC), LLC, solely as assignee for the benefit of creditors of Jacksonville Pharmaceuticals, Inc.

By: 

Its: President

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Sellers and Purchaser have executed and delivered this Trademark Assignment Agreement by their duly authorized representatives as of the Effective Date.

SELLERS:

PSE (ABC), LLC, solely as assignee for the benefit of creditors of Espero BioPharma, Inc.

By: _____

Name: James E. Gansman
Its: President

SELLERS:

PPSE (ABC), LLC, solely as assignee for the benefit of creditors of Espero Pharmaceuticals, Inc.

By: _____

Name: James E. Gansman
Its: President

SELLERS:

PJAX (ABC), LLC, solely as assignee for the benefit of creditors of Jacksonville Pharmaceuticals, Inc.

By: _____

Name: James E. Gansman
Its: President

PURCHASER:

HESP LLC

By: *Robert D. Pomeroy, Jr.*

Name: Robert D. Pomeroy, Jr.
Its: Chief Executive Officer

SCHEDULE A

Trademarks

Country	Trademark	Owner	Registration #	Registration Date
U.S.A.	DURLAZA	Espero Pharmaceuticals, Inc.	4851723	11/10/2015

Domain Names

<https://esperobio.com>