

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TWO LABS HOLDINGS LLC		11/10/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Natwest Markets plc, as Security Agent		
Street Address:	1 Hardman Boulevard		
City:	Spinningfield, Manchester		
State/Country:	GREAT BRITAIN		
Postal Code:	M3 3AQ		
Entity Type:	Private Limited Company: GREAT BRITAIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5653224	TWOLABS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	035818-0055		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	11/10/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 10, 2020, (this “Agreement”), by Two Labs Holdings LLC, an Ohio corporation (the “Grantor”), in favor of Natwest Markets plc (“Natwest”), as security agent (in such capacity, the “Security Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantor, the other grantors party thereto and the Security Agent. The Lenders (as defined in the Facilities Agreement (as defined below)) have extended credit to the Borrowers (as defined in Facilities Agreement (as defined below)) subject to the terms and conditions set forth in that certain Facilities Agreement, dated as of April 29, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Facilities Agreement”), by and among, *inter alios*, Envision Pharma Midco Limited, as the Parent, Envision Pharma Bidco Limited, as the Intermediateco, Envision Pharma US Holdco Inc. (formerly known as Tyrol US Holdco Inc.), as the US Borrower, the Lenders from time to time party thereto, The Royal Bank of Scotland plc, in its capacity as agent of the other Finance Parties, and the Security Agent. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Security Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**IP Collateral**”):

- A. all Trademarks, including the Trademark registrations and applications for registration with the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending Patent applications with the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and applications for registration with the United States Copyright Office and all Exclusive Copyright Licenses, in each case, listed on Schedule III hereto; and
- D. all proceeds and goodwill associated with any of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For the avoidance of doubt, the security interest created hereby shall not extend to, and the term “Collateral” shall not include any Excluded Assets, including any intent-to-use (or similar) Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, solely 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 applications under applicable federal law.

SECTION 3. **Security Agreement.** The security interests granted to the Security Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Security Agent

pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. *Counterparts*. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tiff” attachment or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. *Choice of Law*. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

TWO LABS HOLDINGS LLC

By: 
Name: Darius Naigamwala
Title: Secretary and Treasurer

Signature Page to Intellectual Property Security Agreement

SCHEDULE I

REGISTERED TRADEMARKS

REGISTERED OWNER	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
Two Labs Holdings LLC	TwoLabs	5653224	January 15, 2019

TRADEMARK APPLICATIONS

None.

Schedule I

SCHEDULE II

ISSUED PATENTS AND PATENT APPLICATIONS

None.

Schedule II

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TRADEMARK
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SCHEDULE III

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

Schedule III

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RECORDED: 11/10/2020

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