

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627534

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COVIS PHARMA GMBH		02/10/2021	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND

RECEIVING PARTY DATA

Name:	Capital One, National Association, as Collateral Agent
Street Address:	77 W. WACKER DRIVE, 10TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2911749	ALTOPREV
Registration Number:	3573087	ALVESCO
Registration Number:	2860362	ALVESCO
Registration Number:	1504551	BETAPACE
Registration Number:	2711659	BETAPACE AF
Registration Number:	4756220	COVIS
Registration Number:	4193537	COVIS P H A R M A
Registration Number:	3650673	
Registration Number:	3574160	OMNARIS
Registration Number:	1866694	RILUTEK
Registration Number:	2175325	SULAR
Registration Number:	1939088	SULAR
Registration Number:	4206289	ZETONNA
Registration Number:	2383531	ZANAFLEX
Registration Number:	3341341	ZANAFLEX CAPSULES
Registration Number:	5186751	A
Registration Number:	5191928	A AMAG ASSIST
Registration Number:	4002635	AMAG PHARMACEUTICALS

CH \$690.00 2911749

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3949095	AMAG PHARMACEUTICALS
Registration Number:	5171813	AMAG PHARMACEUTICALS
Registration Number:	3706009	FERAHEME
Registration Number:	4509702	FERAHEME FERUMOXYTOL INJECTION
Registration Number:	4046878	MAKENA
Registration Number:	4151045	MAKENA CARE CONNECTION
Registration Number:	5611101	
Registration Number:	5142315	MY ADHERENCE PROGRAM
Registration Number:	5148294	MY ADHERENCE PROGRAM

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	34408.00040
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	02/22/2021

Total Attachments: 8

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SHORT-FORM TRADEMARKS SECURITY AGREEMENT

WHEREAS, COVIS PHARMA GMBH (the “Grantor”) has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademarks Security Agreement entered into the Pledge and Security Agreement dated as of March 10, 2020 (as modified from time to time, the “Security Agreement”), in which the Grantor has granted certain interests in favor of Capital One, National Association, as Collateral Agent (“Collateral Agent”) for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with Collateral Agent and the Secured Parties to execute this Short-Form Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051 or similar laws, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and accepted by the United States Patent and Trademark Office), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

Notwithstanding the foregoing, it is understood that:

If and to the extent the Grantor (that is incorporated in Switzerland) becomes liable under this Short-Form Patents Security Agreement, the Security Agreement or any other Loan Document for obligations of the Borrower, another Loan Party or any other party that is one of its direct or indirect shareholders or a member of its group of companies (other than the wholly owned direct or indirect subsidiaries of the Grantor) (the “Restricted Obligations”) and if complying with such obligations would constitute a repayment of capital (Einlagerückgewähr), a violation of the legally protected reserves (gesetzlich geschützte Reserven) or the payment of a (constructive) dividend (Gewinnausschüttung) by the Grantor or would otherwise be restricted under Swiss law and practice then applicable, Grantor’s aggregate liability for Restricted Obligations shall not exceed the amount of the Grantor’s freely disposable equity (frei verfügbares Eigenkapital) at the time it becomes liable in accordance with Swiss law minus, for the avoidance of doubt, any freely disposable equity of the Grantor that has to be blocked for any loans or other arrangements granted by the Grantor to a direct or indirect shareholder or a direct or indirect subsidiary of such shareholder (the “Freely Disposable Amount”).

This limitation shall only apply to the extent it is a requirement under applicable Swiss law at the time the Grantor is required to perform Restricted Obligations under this Short-Form Patents Security Agreement, the Security Agreement or any other Loan Document. Such limitation shall not free the Grantor from its obligations in excess of the Freely Disposable Amount, but merely postpone the performance date thereof until such times when the Grantor has again freely disposable equity and if and

to the extent such freely disposable equity is available.

In case it is required to make a payment under this Short-Form Patents Security Agreement, the Security Agreement or any other Loan Document, the Grantor shall take and cause to be taken all and any action including, without limitation, (i) the passing of any shareholders' resolutions to approve any payment or other performance under this Short-Form Patents Security Agreement, the Security Agreement or any other Loan Document, (ii) the provision of an audited interim balance sheet, (iii) the provision of a confirmation from its auditors that a payment of the Grantor under this Short-Form Patents Security Agreement, the Security Agreement or any other Loan Document in an amount corresponding to the Freely Disposable Amount is in compliance with the provisions of Swiss corporate law which are aimed at protecting the share capital and legal reserves, (iv) the conversion of restricted reserves into profits and reserves freely available for the distribution as dividends (to the extent permitted by mandatory Swiss law), (v) a revaluation of hidden reserves (to the extent permitted by mandatory Swiss law), and (vi) to the extent permitted by applicable law and Swiss accounting standards, write-up or realize any of its assets that are shown in its balance sheet with a book value that is significantly lower than the market value of the assets, in case of realization, however, only if such assets are not necessary for the relevant Grantor's business (nicht betriebsnotwendig)..

If so required under applicable law (including tax treaties) at the time it is required to make a payment under this Short-Form Patents Security Agreement, the Security Agreement or any other Loan Document and without prejudice to its obligations pursuant to the Credit Agreement, the Grantor:

- (a) shall use its best efforts that such payments can be made without deduction of Swiss Withholding Tax, or with deduction of Swiss Withholding Tax at a reduced rate, by discharging the liability to such tax by notification pursuant to applicable law (including tax treaties) rather than payment of the tax;
- (b) shall deduct the Swiss Withholding Tax at such rate (being 35% on the date hereof) as in force from time to time if the notification procedure pursuant to sub-paragraph (a) above does not apply; or shall deduct the Swiss Withholding Tax at the reduced rate resulting after discharge of part of such tax by notification if the notification procedure pursuant to sub-paragraph (a) applies for a part of the Swiss Withholding Tax only; and shall pay within the time allowed any such taxes deducted to the Swiss Federal Tax Administration (Eidgenössische Steuerverwaltung); and
- (c) shall promptly notify the Collateral Agent that such notification or, as the case may be, deduction has been made, and provide the Collateral Agent with evidence that such a notification of the Swiss Federal Tax Administration (Eidgenössische Steuerverwaltung) has been made or, as the case may be, such taxes deducted have been paid to the Swiss Federal Tax Administration (Eidgenössische Steuerverwaltung).

The Collateral Agent shall (if applicable), if being notified by the Grantor in writing within 20 days after an enforcement, that Swiss Withholding Tax is due by the Grantor in relation to the enforcement proceeds, deduct the Swiss Withholding Tax at the then applicable rate as determined in accordance with the preceding paragraph from the enforcement proceeds and shall pay such amount to the Swiss Federal Tax Administration (Eidgenössische Steuerverwaltung) in satisfaction of the Swiss Withholding Tax payment due by the Grantor in relation to such enforcement proceeds.

In the case of a deduction of Swiss Withholding Tax, the Grantor shall use its best efforts that any person that is entitled to a full or partial refund of the Swiss Withholding Tax deducted from such

payment under this Short-Form Patents Security Agreement, the Security Agreement or any Loan Document, will, as soon as possible after such deduction:

- (a) request a refund of the Swiss Withholding Tax under applicable law (including tax treaties); and
- (b) pay to the Collateral Agent upon receipt any amount so refunded.

The Collateral Agent and any other beneficiary of the Guaranty and any security created by this Short-Form Patents Security Agreement, the Security Agreement or any other Loan Document shall, to the extent reasonably required, cooperate with the Grantor to secure such refund.

Date: February 10, 2021

COVIS PHARMA GMBH

By: **Fabio Fazio** Digitally signed by Fabio Fazio
Date: 2021.02.10 18:22:38
+01'00'

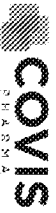
Name: Fabio Fazio



Title: Chairman of the Managers

[Signature Page to Short-Form Trademarks Security Agreement]

TRADEMARK
REEL: 007199 FRAME: 0393

REGISTERED TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
ALTOPREV	United States	78236828 11-APR- 2003	2911749 14-DEC- 2004	Registered	COVIS PHARMA GMBH
ALVESCO	United States	77074621 02-JAN- 2007	3573087 10-FEB- 2009	Registered	COVIS PHARMA GMBH
ALVESCO	United States	78282980 04-AUG- 2003	2860362 06-JUL- 2004	Registered	COVIS PHARMA GMBH
BETAPACE	United States	73701175 15-DEC- 1987	1504551 20-SEP- 1988	Registered	COVIS PHARMA GMBH
BETAPACE AF	United States	75817196 06-OCT- 1999	2711659 29-APR- 2003	Registered	COVIS PHARMA GMBH
COVIS COVIS	United States	85500624 21-DEC- 2011	4756220 16-JUN- 2015	Registered	COVIS PHARMA GMBH
COVIS PHARMA 	United States	85463181 03-NOV- 2011	4193537 21-AUG- 2012	Registered	COVIS PHARMA GMBH

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
Design Only 	United States	77635826 18-DEC- 2008	3650673 07-JUL- 2009	Registered	COVIS PHARMA GMBH
OMNARIS	United States	78949782 10-AUG- 2006	3574160 10-FEB- 2009	Registered	COVIS PHARMA GMBH
RILUTEK	United States	74451450 26-OCT- 1993	1866694 13-DEC- 1994	Registered	COVIS PHARMA GMBH
SULAR 	United States	75025753 30-NOV- 1995	2175325 21-JUL- 1998	Registered	COVIS PHARMA GMBH
SULAR	United States	74322049 13-OCT- 1992	1939088 05-DEC- 1995	Registered	COVIS PHARMA GMBH
ZETONNA	United States	77790189 27-JUL- 2009	4206289 11-SEP- 2012	Registered	COVIS PHARMA GMBH
ZANAFLEX <i>Zanaflex</i>	United States	75186534 15-OCT- 1996	2383531 05-SEP- 2000	Registered	COVIS PHARMA GMBH

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
ZANAFLEX CAPSULES ZANAFLEX CAPSULES	United States	78713378 15-SEP- 2005	3341341 20-NOV- 2007	Registered	COVIS PHARMA GMBH
A logo	United States	86035599 12-AUG- 2013	5186751 18-APR- 2017	Registered	COVIS PHARMA GMBH
AMAG ASSIST logo	United States	86702064 23-JUL- 2015	5191928 25-APR- 2017	Registered	COVIS PHARMA GMBH
AMAG PHARMACEUTICAL S	United States	77159921 18-APR- 2007	4002635 26-JUL- 2011	Registered	COVIS PHARMA GMBH
AMAG PHARMACEUTICAL S	United States	77980168 18-APR- 2007	3949095 19-APR- 2011	Registered	COVIS PHARMA GMBH
AMAG PHARMACEUTICAL S logo	United States	86035596 12-AUG- 2013	5171813 28-MAR- 2017	Registered	COVIS PHARMA GMBH
FERAHEME	United States	77368571 10-JAN- 2008	3706009 03-NOV- 2009	Registered	COVIS PHARMA GMBH

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
FERAHEME FERUMOXYTOL INJECTION logo	United States	85968862 25-JUN- 2013	4509702 08-APR- 2014	Registered	COVIS PHARMA GMBH
MAKENA	United States	85187580 30-NOV- 2010	4046878 25-OCT- 2011	Registered	COVIS PHARMA GMBH
MAKENA CARE CONNECTION	United States	85204158 22-DEC- 2010	4151045 29-MAY- 2012	Registered	COVIS PHARMA GMBH
MCC HEART LOGO	United States	87864276 05-APR- 2018	5611101 20-NOV- 2018	Registered	COVIS PHARMA GMBH
MY ADHERENCE PROGRAM	United States	86538701 18-FEB- 2015	5142315 14-FEB- 2017	Registered	COVIS PHARMA GMBH
MY ADHERENCE PROGRAM logo	United States	87025917 05-MAY- 2016	5148294 21-FEB- 2017	Registered	COVIS PHARMA GMBH

TRADEMARK

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RECORDED: 02/22/2021