

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sprout Pharmaceuticals, Inc.		11/25/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Braxton Goodrich		
Street Address:	3800 Colonnade Parkway, Suite 430		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35243		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Robert Whitehead		
Street Address:	4350 Lassiter at North Hills Ave., Ste. 260		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4860061	ADDYI	
Registration Number:	5580590	ADDYI	
Serial Number:	88487084	RIGHT TO DESIRE	
Serial Number:	88487087	WOMEN ON TOP	
Serial Number:	88827956	LOVE LIFE. AGAIN.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	919-755-2100		
Email:	tmdocketing@wbd-us.com		
Correspondent Name:	William S. Fultz		
Address Line 1:	Womble Bond Dickinson (US) LLP		
Address Line 2:	555 Fayetteville Street, Suite 1100		

CH \$140.00 4860061

TRADEMARK

Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER: 107088

NAME OF SUBMITTER: William S. Fultz

SIGNATURE: /wsf/

DATE SIGNED: 02/25/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 25, 2020 is entered into by Sprout Pharmaceuticals, Inc., a Delaware corporation (the "Grantor"), and Braxton Goodrich and Robert Whitehead (each, a "Purchaser Representative" and collectively, the "Purchaser Representatives"), on behalf of the Purchasers (the Purchasers, collectively, the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement dated as of November 25, 2020, among the Grantor, the Purchaser Representatives and the Purchasers.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted a security interest to the Secured Party in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including without limitation the trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

(i) Grant of Security Interest.

(a) The Grantor hereby grants to the Secured Party a security interest in, and continuing lien on, all of the Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(c) The Grantor and Secured Party hereby acknowledge and agree that the security interest in the Secured Trademarks is not to be construed as an assignment of any trademark or trademark application.

(ii) Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

(iii) Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Secured Party and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Secured Party, assign any right, duty or obligation hereunder.

(iv) Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:
Sprout Pharmaceuticals, Inc.,
a Delaware corporation

DocuSigned by:
Matthew Petzold
By: _____
Name: ^{3EDE3EF0959946F}Matthew Petzold
Title: Chief Financial Officer

PURCHASER REPRESENTATIVES:

By: _____
Name: Braxton Goodrich

By: _____
Name: Robert Whitehead

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:
Sprout Pharmaceuticals, Inc.,
a Delaware corporation

By: _____
Name:
Title:

PURCHASER REPRESENTATIVES:

DocuSigned by:
By: Braxton Goodrich
Name: Braxton Goodrich

DocuSigned by:
By: Robert Whitehead
Name: Robert Whitehead

TRADEMARK SECURITY AGREEMENT

1. Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
ADDYI	Argentina	Mar-27-2013	3235543	Aug-8-2016	2824284
ADDYI	Australia	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	Brazil	Mar-27-2013	840465343	Jan-12-2016	840465343
ADDYI	Canada	Oct-16-2012	1598329	Dec-21-2018	TMA1011729
ADDYI	Canada	Dec-4-2014	1705693	Sep-21-2017	TMA981093
ADDYI	China	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	EUTM	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	EUTM	Mar-21-2018	017878883	Jul-31-2018	17878883
ADDYI	Hong Kong	Mar-27-2013	302561823	Mar-27-2013	302561823
ADDYI	Israel	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	Japan	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	Liechtenstein	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	Mexico	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	Mexico	Apr-25-2018	2039820	Jul-11-2018	1900264
ADDYI	New Zealand	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	Norway	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	Korea	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	Russia	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	Singapore	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	Switzerland	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	Taiwan	Mar-27-2013	102016172	Sep-16-2013	01598747
ADDYI	Turkey	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	US	Sep-27-2012	85740716	Nov-24-2015	4860061
ADDYI	Vietnam	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI	WIPO	Mar-26-2013	1159733	Mar-26-2013	1159733
ADDYI (Stylized)	Australia	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	Canada	Mar-15-2018	1890298	Dec-18-2019	TMA1,066,301
ADDYI (Stylized)	China	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	EUTM	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	Hong Kong	Mar-23-2018	304472145	Mar-23-2018	304472145
ADDYI (Stylized)	Israel	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	Japan	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	Korea	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	Liechtenstein	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	Macau	Mar-28-2018	N/136090	Oc-11-2018	N/136090
ADDYI (Stylized)	Mexico	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	New Zealand	Mar-15-2018	1408091	Mar-15-2018	1408091

ADDYI (Stylized)	Norway	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	Philippines	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	Russia	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	Singapore	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	Switzerland	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Stylized)	Taiwan	May-3-2018	107027413	Nov-16-2018	1950452
ADDYI (Stylized)	US	Mar-8-2018	87825927	Oct-9-2018	5580590
ADDYI (Stylized)	WIPO	Mar-15-2018	1408091	Mar-15-2018	1408091
ADDYI (Chinese characters)	China	Oct-9-2013	13327287	Feb-7-2015	13327287
ADDYI (Chinese characters)	Hong Kong	Oct-17-2013	302770245	Oct-17-2013	302770245
ADDYI (Chinese characters)	Macau	Oct-21-2013	N/80029 (552)	Apr-29-2014	N/080029
ADDYI (Chinese characters)	Taiwan	Oct-24-2013	102059247	May-16-2014	01642347
ADDYI (Chinese characters)	China	Oct-9-2013	13327286	Jun-21-2015	13327286
SUNEVI	Argentina	Mar-27-2013	3235544	Aug-21-2015	2748220
SUNEVI	Brazil	Mar-27-2013	840465351	Jan-12-2016	840465351
SUNEVI	Hong Kong	Mar-27-2013	302561832	Mar-27-2013	302561832
SUNEVI	India	Mar-28-2013	2503716	Dec-21-2016	2503716
SUNEVI	Israel	Mar-26-2013	298,844	Oct-18-2017	298844
SUNEVI	Mexico	Mar-26-2013	1995543	Apr-17-2018	1872413
SUNEVI	Taiwan	Mar-27-2013	102016174	Sep-16-2013	01598748
SUNEVI	Turkey	Mar-26-2013	2013 50785	Jun-3-2014	2013 50785
ZAIYCA	Brazil	Sep-12-2013	840639996	Jul-5-2016	840639996
ZAIYCA	Hong Kong	Sep-12-2013	302736289	Sep-12-2013	302736289
ZAIYCA	Israel	Sept-13-2013	299746	Nov-5-2017	299746
ZAIYCA	Mexico	Sept-13-2013	1993620	Aug-3-2018	1908890
ZAIYCA	Taiwan	Sep-12-2013	102051182	Apr-1-2014	01634045
ZAIYCA	Turkey	Sept-13-2013	2013/89664	Oct-16-2014	2013 89664

2. Pending Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>App. Date</u>	<u>App. No.</u>
ADDYI	China	Oct-13-2020	N/A
ADDYI	India	Mar-28-2013	2503717
ADDYI	Philippines	Jul-05-2019	4-2019-011702
ADDYI (Stylized)	Turkey	Jun-27-2019	1408091
RIGHT TO DESIRE	US	Jun-24-2019	88487084
WOMEN ON TOP	US	Jun-24-2019	88487087
LOVE LIFE. AGAIN.	US	Mar-10-2020	88827956