

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642212

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900598070

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Resilia Pharmaceuticals, Inc.		12/17/2020	Corporation: DELAWARE
Peak Pharma Commercial Partners LLC		12/17/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SG Credit Partners, Inc.
Street Address:	23 Corporate Plaza
Internal Address:	Suite 135
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4822727	ECOZA
Registration Number:	5162832	ECOZA
Registration Number:	4864622	RECEDO
Registration Number:	4864623	RECEDO
Registration Number:	3677679	NEOSALUS
Registration Number:	3677674	NEOSALUS
Registration Number:	5465153	NEOCERA

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 6142803562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Hildebrandt

SIGNATURE: /Jessica Hildebrandt/

DATE SIGNED: 04/26/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") dated as of December 23, 2020 by Resilia Pharmaceuticals, Inc., a Delaware corporation ("Resilia"), and Peak Pharma Commercial Partners LLC, a Delaware limited liability company ("Peak", and together with Resilia, collectively, the "Grantor") in favor of SG Credit Partners, Inc., a Delaware corporation ("Lender"):

WITNESSETH

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any trademark or patent, or (b) dilution of or injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is reasonably necessary to perfect jurisdiction and Lender is not incurring unreasonable risk of liability by that joinder that is not subject to indemnity by Grantor. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF CALIFORNIA SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.


6. CONSENT TO JURISDICTION. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF THE STATE OF CALIFORNIA IN THE COUNTY OF ORANGE, IN A CITY TO BE DESIGNATED BY LENDER, OR IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.8 of the Loan Agreement.

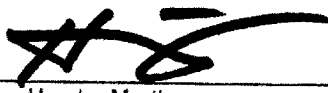
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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RESILIA PHARMACEUTICALS, INC.

By: 
Name: Harsha Murthy
Title: Executive Chairman of the Board of Directors

PEAK PHARMA COMMERCIAL PARTNERS LLC

By: 
Name: Harsha Murthy
Title: Managing Member


12-17-20



MICHAEL A LEONE
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires
January 29, 2023

[Signature page to Intellectual Property Security Agreement!]

Agreed and Accepted
as of the date first written above:

SG CREDIT PARTNERS, INC.

By: 

Name: Marc Cole

Title: Chief Executive Officer

[Signature page to Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Patent	Issue Date	Patent Number
Resilia Pharmaceuticals, Inc. under 10.13.20 Consent agreement with Ponsus Pharma AB and Glenmark Therapeutics, Inc, USA	Econazole composition and methods of treatment therewith	6.7.16	U.S. Patent No. 9,358,209
Resilia Pharmaceuticals, Inc. under 10.13.20 Consent agreement with Ponsus Pharma AB and Glenmark Therapeutics, Inc, USA	Econazole composition and methods of treatment therewith	9.11.18	U.S. Patent No. 10,071,054
Resilia Pharmaceuticals, Inc. under 10.13.20 Consent agreement with Ponsus Pharma AB and Glenmark Therapeutics, Inc, USA	Econazole composition and methods of treatment therewith	1.28.20	U.S. Patent No. 10,543,172
Resilia Pharmaceuticals, Inc. under 10.13.20 Consent agreement with Ponsus Pharma AB and Glenmark Therapeutics, Inc, USA	Composition for treating skin dermatoses	5.21.19	U.S. Patent No. 10,293,015
Resilia Pharmaceuticals, Inc. under 10.13.20 Consent agreement with Ponsus Pharma AB and Glenmark Therapeutics, Inc, USA	Urea Foam	1.24.12	U.S. Patent No. 8,101,664
Resilia Pharmaceuticals, Inc. under 10.13.20 Consent agreement with Ponsus Pharma AB and Glenmark Therapeutics, Inc, USA	Urea Foam	1.25.13	U.S. Patent No. 8,470,887
Resilia Pharmaceuticals, Inc. under 10.13.20 Consent agreement with Ponsus Pharma AB and Glenmark Therapeutics, Inc, USA	Composition and method for treating wounds	5.24.16	U.S. Patent No. 9,345,720
Resilia Pharmaceuticals, Inc. under 10.13.20 Consent agreement with Ponsus Pharma AB and Glenmark Therapeutics, Inc, USA	Composition and method for treating wounds and inflammatory conditions	1.31.18	U.S. Patent No. 10,034,959

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date	Registration Number

[Schedule 1 to Intellectual Property Security Agreement]

Resilia Pharmaceuticals, Inc.	ECOZA	9.29.19	4822727
Resilia Pharmaceuticals, Inc.	ECOZA (word and design)	3.14.17	5162832
Resilia Pharmaceuticals, Inc.	REDECO	12.1.15	4864622
Resilia Pharmaceuticals, Inc.	REDECO (word and design)	12.1.15	4864623
Resilia Pharmaceuticals, Inc.	NEOSALUS	9.1.09	3677679
Resilia Pharmaceuticals, Inc.	NEOSALUS (word and design)	9.1.09	3677674
Resilia Pharmaceuticals, Inc.	NEOCERA		Pending
Resilia Pharmaceuticals, Inc.	NEOCERA (word and design)	5.8.18	5465153
Resilia Pharmaceuticals, Inc. as licensee to Chemo Ibérica, S.A.	EXELTIS	9.2.14	Int 1112236 / US 4594815
Resilia Pharmaceuticals, Inc. as licensee to Chemo Ibérica, S.A.	EXELTIS (word and design)	8.18.15	Int 1192546 / US 4792387

(c) Copyrights and Copyright Licenses

Grantor	Copyright	Registration Date	Registration Number

[Schedule 1 Intellectual Property Security Agreement]

POWER OF ATTORNEY

Resilia Pharmaceuticals, Inc., a Delaware corporation ("Resilia"), and Peak Pharma Commercial Partners LLC, a Delaware limited liability company ("Peak", and together with Resilia, collectively, the "Grantor"), hereby authorizes SG Credit Partners, Inc., its successors and assigns, and any officer or agent thereof ("Lender") under that certain Loan and Security Agreement between Lender and Grantor dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

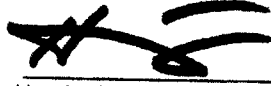
This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Acknowledgement to Intellectual Property Security Agreement

17th day of December, 2020. IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, this

RESILIA PHARMACEUTICALS, INC.

By: 
Name: Harsha Murthy
Title: Executive Chairman of the Board of Directors

PEAK PHARMA COMMERCIAL PARTNERS LLC

By: 
Name: Harsha Murthy
Title: Managing Member





MICHAEL A LEONE
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires
January 29, 2023

[Signature page to Power of Attorney to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007265 FRAME: 0543

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF GA :
COUNTY OF Gwinnett :

SS

On this 14th day of December, 2020, before me personally appeared HARSHA MURRAY, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Resilia Pharmaceuticals, Inc., and that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Michael Leone

Notary Public

My Commission Expires: 1-29-23



MICHAEL A LEONE
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires
January 29, 2023

[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007265 FRAME: 0544

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF GA :
COUNTY OF Gwinnett :

SS

On this 14th day of December, 2020, before me personally appeared Harsha Murthy, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Peak Pharma Commercial Partners LLC, and that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Michael A Leone

Notary Public

My Commission Expires: 1-29-23



MICHAEL A LEONE
NOTARY PUBLIC
Gwinnett County, Georgia
My Commission Expires
January 29, 2023

[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]