

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651516

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement - Credit Agreement		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Organon USA Inc.		06/02/2021	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	CIB DMO WLO		
<b>Internal Address:</b>	Mail Code: NY1-C413		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245-0001		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0365443	PREGNYL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
<b>Address Line 1:</b>	1271 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	045494-0398		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	06/03/2021		
<b>Total Attachments: 13</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

dated as of

June 2, 2021

among

ORGANON & CO.,  
as the Lead Borrower,

ORGANON FOREIGN DEBT CO-ISSUER B.V.,  
as the Co-Borrower,

CERTAIN SUBSIDIARIES OF THE BORROWERS  
IDENTIFIED HEREIN

and

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

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Schedules

SCHEDULE A

United States Patents and Patent Applications

SCHEDULE B

United States Trademarks and Trademark Applications

SCHEDULE C

United States Copyrights, Copyright Applications and Exclusive  
Copyright Licenses

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of June 2, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement (as defined below) referred to therein.

WHEREAS, the Lead Borrower, the Co-Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and an L/C Issuer, each other L/C Issuer from time to time party thereto and each Lender from time to time party thereto have entered into that certain Senior Secured Credit Agreement dated as of June 2, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Borrowers upon the terms and subject to the conditions therein.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders and the issuance of any Letters of Credit by the L/C Issuers under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of June 2, 2021 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property (as defined in the Security Agreement) of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

I. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”):

A. all United States Patents and Patent Applications set forth in Schedule A hereto;

B. all United States Trademarks and Trademark Applications set forth in Schedule B hereto; and

C. all United States Copyrights, Copyright Applications and Exclusive Copyright Licenses set forth in Schedule C hereto;

provided that each of the foregoing clauses (A) through (C) is subject to the proviso of Section 3.01(a) of the Security Agreement.

II. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

III. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

IV. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 agreement.

V. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

VI. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

VII. JURISDICTION. ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS IP SECURITY AGREEMENT, EACH GRANTOR AND THE COLLATERAL AGENT CONSENTS, FOR

ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH GRANTOR AND THE COLLATERAL AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS IP SECURITY AGREEMENT OR OTHER DOCUMENT RELATED THERETO.

VIII. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement as of the day and year first above written.

**ORGANON & CO.,** as the Lead Borrower

By:   
Name: Joseph Promo  
Title: Treasurer

**ORGANON FOREIGN DEBT CO-ISSUER**

**B.V.,** as Co-Borrower

By: \_\_\_\_\_  
Name: Linda van Erp  
Title: Director

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 007315 FRAME: 0110**

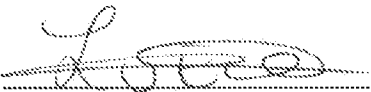


IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement as of the day and year first above written.

**ORGANON & CO.**, as the Lead Borrower

By: \_\_\_\_\_  
Name: Joseph Promo  
Title: Treasurer

**ORGANON FOREIGN DEBT CO-ISSUER  
B.V.**, as Co-Borrower

By:  \_\_\_\_\_  
Name: Linda van Erp  
Title: Director

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[Signature Page to IP Security Agreement]

**TRADEMARK  
REEL: 007315 FRAME: 0111**


**ORGANON PHARMA HOLDINGS LLC,**  
as Grantor

By:   
Name: Joseph Promo  
Title: Treasurer

**ORGANON LLC,**  
as Grantor

By:   
Name: Joseph Promo  
Title: Treasurer

**ORGANON USA LLC,**  
as Grantor

By:   
Name: Joseph Promo  
Title: Treasurer

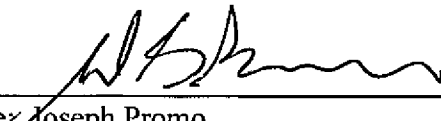
**ORGANON TRADE LLC,**  
as Grantor

By:   
Name: Joseph Promo  
Title: Treasurer

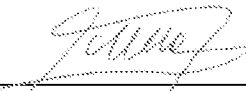
**ORGANON GLOBAL INC.,**  
as Grantor

By:   
Name: Joseph Promo  
Title: Treasurer

**ORGANON CANADA HOLDINGS LLC,**  
as Grantor

By:   
Name: Joseph Promo  
Title: Treasurer

**JPMORGAN CHASE BANK, N.A.,**  
as Collateral Agent

By:   
\_\_\_\_\_  
Name: Maurice Dattas  
Title: Vice President

SCHEDULE A

United States Patents and Patent Applications

<u>Company/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Organon LLC	Sterol Absorption Inhibitor Compositions	04/18/2006	Granted	7030106

SCHEDULE B

United States Trademarks and Trademark Applications

<u>Company/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Organon USA Inc. <sup>1</sup>	PREGNYL	03/07/1939	Registered	365443

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<sup>1</sup> Organon USA Inc. is the Record Owner and Legal Owner. Merck Sharp & Dohme B.V. (a Netherlands company) is the Beneficial Owner.

SCHEDULE C

United States Copyrights, Copyright Applications and Exclusive Copyright Licenses

<u>Company/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Merck & Company, Inc.	Sinemet advertisement	Issue Date 1/28/1980	Issued	TX0000404863
Merck & Company, Inc.	He Feels He's 'Slowing Down' - Could it Be Early Parkinson's Disease? (Sinemet Advertisement)	Issue Date 10/1/1980	Issued	TX0000642750
Merck & Company, Inc.	Lodosyn (carbidopa, M S D): tablets	Issue Date 6/16/1983	Issued	TX0001137047
Merck & Company, Inc.	Lodosyn Product Information - Circular No. 6929306	Issue Date 10/6/1986	Issued	TX0001924539
Merck & Company, Inc.	Product Information Summary Sinemet (A Combination of Carbidopa And Levodopa)	Issue Date 6/17/1975	Issued	A649014
Merck & Company, Inc.	Sinemet Advertisement	Issue Date 8/13/1985	Issued	TX0001631699
Merck & Company, Inc.	Sinemet Advertisement	Issue Date 7/30/1979	Issued	TX0000298845
Merck & Company, Inc.	Sinemet Advertisement	Issue Date 10/24/1979	Issued	TX0000351528
Merck & Company, Inc.	Sinemet Product Information	Issue Date 2/21/1984	Issued	TX0001310433
Merck & Company, Inc.	The Ace+ inhibitor for added control	Issue Date 8/21/1987	Issued	TX0002132134

	titrate to Vaseretic			
Merck & Company, Inc.	Vaseretic Product Information - Circular no. 7432302	Issue Date 5/29/1987	Issued	TX0002085847
Merck & Company, Inc.	Vaseretic Product Information - Circular no. 7432305	Issue Date 7/24/1989	Issued	TX0002618052
Merck & Company, Inc.	Vaseretic	Issue Date 6/5/1992	Issued	TX0003337649
Merck & Company, Inc.	Vasotec I.V.	Issue Date 6/5/1992	Issued	TX0003337647
Merck & Company, Inc.	Vasotec Product Information - Circular No. 7358401	Issue Date 9/2/1986	Issued	TX0001903264
Merck & Company, Inc.	Vasotec Product Information - Circular no. 7494605	Issue Date 7/24/1989	Issued	TX0002618022
Merck & Company, Inc.	Vasotec Product Information - Circular no. 7575815	Issue Date 1/9/1989	Issued	TX0002481907
Merck & Company, Inc.	Vasotec	Issue Date 6/5/1992	Issued	TX0003337648