

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKTANA, INC.		06/10/2021	Corporation: DELAWARE
AKTANA INTERNATIONAL LLC		06/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Innovatus Life Sciences Lending Fund I, LP		
Street Address:	777 Third Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5551968	A	
Registration Number:	4625286	AKTANA	
Registration Number:	4312952	AKTANA	
Registration Number:	5390663	AKTANA	
Registration Number:	5379813	AKTANA	
CORRESPONDENCE DATA			
Fax Number:	6173106001		
<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:	6173105234		
Email:	prezase@gtlaw.com		
Correspondent Name:	Eugenia A. Prezas		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	ONE INTERNATIONAL PLACE, suite 2000		
Address Line 4:	BOSTON, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Eugenia A. Prezas		
SIGNATURE:	/Eugenia A. Prezas/		
DATE SIGNED:	06/14/2021		

CH \$140.00 5551968

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 10, 2021 (the "Effective Date") by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and AKTANA, INC., a Delaware corporation and AKTANA INTERNATIONAL LLC, a Delaware limited liability company (individually and collectively, jointly and severally, "Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

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Address of Grantor:

Attn: 207 Powell Street
8th Floor
San Francisco, CA 94102

Address of Grantor:

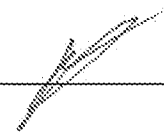
Attn: 207 Powell Street
8th Floor
San Francisco, CA 94102

Address of Lender:

777 Third Avenue, 25th Floor
New York, NY 10017

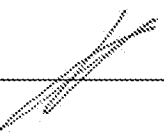
GRANTOR:

AKTANA, INC.

By:  _____

Name: David Ehrlich
Title: Chief Executive Officer

AKTANA INTERNATIONAL LLC

By:  _____

Name: David Ehrlich
Title: Chief Executive Officer

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP
By: Innovatus Life Sciences GP, LP
Its: General Partner

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

GRANTOR:

AKTANA, INC.

Address of Grantor:

Attn: 207 Powell Street
8th Floor
San Francisco, CA 94102

By:

Name:

Title:

Address of Grantor:

AKTANA INTERNATIONAL LLC

Attn: 207 Powell Street
8th Floor
San Francisco, CA 94102

By:

Name:

Title:

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP

By: Innovatus Life Sciences GP, LP
Its: General Partner

Address of Lender:

777 Third Avenue, 25th Floor
New York, NY 10017

By: 

Name: 

Title: 

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.


EXHIBIT B

Patents

<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
<u>8744890</u>	<u>6/3/2014</u>
<u>13/889,283</u>	<u>5/7/2013</u>
<u>PCT/US19/23263</u>	<u>3/20/2019</u>
<u>16/051,395</u>	<u>7/31/2018</u>
<u>17/110,157</u>	<u>5/13/2021</u>
<u>17/002,967</u>	<u>4/1/2021</u>
<u>16/554,529</u>	<u>1/23/2020</u>

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
	Application No. 87498536	Filed Jun-21-2017
	Registration No. 5551968	Registered Aug-28-2018
AKTANA	Application No. 85532290	Filed Feb-02-2012
	Registration No. 4625286	Registered Oct-21-2014
AKTANA	Application No. 85700469	Filed Aug-10-2012
	Registration No. 4312952	Registered Apr-02-2013
AKTANA	Application No. 87498550	Filed Jun-21-2017
	Registration No. 5390663	Registered Jan-30-2018
AKTANA	Application No. 87498542	Filed Jun-21-2017
	Registration No. 5379813	Registered Jan-16-2018