

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM665617

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Neurelis, Inc.		08/05/2021	Corporation:
Aegis Therapeutics, LLC		08/05/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORBIMED ROYALTY & CREDIT OPPORTUNITIES III, LP		
<b>Street Address:</b>	601 Lexington Avenue, 54th Floor		
<b>Internal Address:</b>	c/o OrbiMed Advisors LLC		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90370261		
<b>Registration Number:</b>	3120699	INTRAVAIL	
<b>Registration Number:</b>	3255758	PROTEK	
<b>Registration Number:</b>	5014456	NEURELIS	
<b>Registration Number:</b>	6324533	PERSONALIZED SUPPORT FOR PATIENTS & CARE	
<b>Serial Number:</b>	87587981	QUELDIAZ	
<b>Registration Number:</b>	6136785	V	
<b>Registration Number:</b>	6136786		
<b>Registration Number:</b>	5687006	VALTOCO	
<b>Registration Number:</b>	6136790	VALTOCO	
<b>Registration Number:</b>	6136787	VALTOCO	
<b>Registration Number:</b>	6136791	VALTOCO	
<b>Registration Number:</b>	6136788	VALTOCO	
<b>Registration Number:</b>	6136789	VALTOCO	
<b>Registration Number:</b>	6420194	NEURELIS	
<b>Registration Number:</b>	6420195	N	

CH \$415.00 90370261

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** akwon@cov.com**Correspondent Name:** COVINGTON & BURLING LLP**Address Line 1:** ONE CITY CENTER, 850 TENTH ST NW**Address Line 2:** ATTN: PATENT DOCKETING**Address Line 4:** Washington, D.C. 20001

<b>NAME OF SUBMITTER:</b>	Ashley M. Kwon
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<b>SIGNATURE:</b>	/Ashley M. Kwon/
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<b>DATE SIGNED:</b>	08/06/2021
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 5, 2021 (this “Agreement”), is made by Neurelis, Inc., a Delaware corporation (the “Borrower”) and Aegis Therapeutics, LLC, a California limited liability company (together with the Borrower, each a “Grantor” and collectively, the “Grantors”), in favor of ORBIMED ROYALTY & CREDIT OPPORTUNITIES III, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the “Lender”).

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of August 5, 2021 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and between the Borrower and the Lender, the Lender has extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors and their Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Lender, dated as of August 5, 2021 (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (f) of Section 4.5 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Lender, for its benefit, a continuing security interest in all of such Grantor’s right, title and interest in and to the Trademark Collateral, including those Trademarks referred to in Item A of Schedule I hereto and each Trademark license referred to in Item B of Schedule I hereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Lender for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such Disposition or termination, the Lender will, at such Grantor's sole expense, deliver to such Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

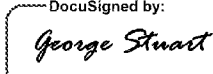
SECTION 7. Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). This Agreement, along with the other Loan Documents, constitutes the entire understanding among the parties hereto with respect to the subject matter thereof and supersedes any prior agreements, written or oral, with respect thereto.

SECTION 8. Effectiveness. This Agreement shall become effective when a counterpart hereof executed by the Grantors, shall have been received by the Lender. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g., "pdf" or "tiff") or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature Page Follows.]*

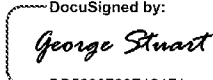
IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

**NEURELIS, INC.**

By:   
Name: George Stuart  
Title: Chief Financial Officer


**AEGIS THERAPEUTICS, LLC**



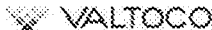
By: Neurelis, Inc., its sole member


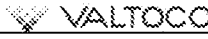
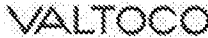
By:   
Name: George Stuart  
Title: Chief Financial Officer

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks.

Grantor	Region	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Aegis Therapeutics, LLC	United States	Design Only 	5	90370261 09-DEC-2020	
Aegis Therapeutics, LLC	United States	INTRAVAIL	5	78694451 17-AUG-2005	3120699 25-JUL-2006
Aegis Therapeutics, LLC	United States	PROTEK	1	78919069 28-JUN-2006	3255758 26-JUN-2007

Grantor	Region	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Neurelis, Inc.	United States	NEURELIS	5, 42	86731643 20-AUG-2015	5014456 02-AUG-2016
Neurelis, Inc.	United States	PERSONALIZED SUPPORT FOR PATIENTS & CARE PARTNERS	41, 44	88665336 23-OCT-2019	6324533 13-APR-2021
Neurelis, Inc.	United States	QUELDIAZ	5	87587981 29-AUG-2017	
Neurelis, Inc.	United States	V 	5	87895374 27-APR-2018	6136785 25-AUG-2020
Neurelis, Inc.	United States	V 	5	87897186 27-APR-2018	6136786 25-AUG-2020
Neurelis, Inc.	United States	VALTOCO	5	87587987 29-AUG-2017	5687006 26-FEB-2019
Neurelis, Inc.	United States	VALTOCO	5	87897205 27-APR-2018	6136790 25-AUG-2020
Neurelis, Inc.	United States	VALTOCO 	5	87897195 27-APR-2018	6136787 25-AUG-2020

Grantor	Region	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Neurelis, Inc.	United States	VALTOCO 	5	87897209 27-APR-2018	6136791 25-AUG-2020
Neurelis, Inc.	United States	VALTOCO 	5	87897200 27-APR-2018	6136788 25-AUG-2020
Neurelis, Inc.	United States	VALTOCO 	5	87897203 27-APR-2018	6136789 25-AUG-2020
Neurelis, Inc.	United States	NEURELIS Stylized	5, 42	87/706908 12/04/2017	6420194 07/13/2021
Neurelis, Inc.	United States	N Logo	5, 42	87/706912 12/04/2017	6420195 07/13/2021

Item B. Trademark Licenses.

None.