900638878 08/24/2021

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM669778

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900632153

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STRIDES GLOBAL CONSUMER HEALTHCARE LIMIT		07/09/2021	Private Limited Company: ENGLAND AND WALES

RECEIVING PARTY DATA

Name:	India Life Sciences Fund III, LLC	
Street Address:	Sanne House, Bank Street, TwentyEight, Cybercity,	
City:	Ebène	
State/Country:	MAURITIUS	
Postal Code:	72201	
Entity Type:	Company: MAURITIUS	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	87298674	NIX-IT
Serial Number:	87173299	NITE THRU
Serial Number:	87469568	JOINTFLEX
Serial Number:	85129531	JOINTFLEX
Serial Number:	90369949	DREAMSCENT

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.

Phone: 212-808-7800

Email: Trademarks@kelleydrye.com

Correspondent Name: Deepak Nambiar

Address Line 1:Kelley Drye & Warren LLPAddress Line 2:3 WTC, 175 Greenwich StreetAddress Line 4:New York, NEW YORK 10007

NAME OF SUBMITTER:	Deepak Nambiar
SIGNATURE:	/Deepak Nambiar/

TRADEMARK 900638878 REEL: 007392 FRAME: 0150

DATE SIGNED: 08/24/2021 **Total Attachments: 8** source=Strides Global Consumer Healthcare Limit - India Life Sciences Fund III, LLC IP Signed Assignment#page1.tif source=Strides Global Consumer Healthcare Limit - India Life Sciences Fund III, LLC IP Signed Assignment#page2.tif source=Strides Global Consumer Healthcare Limit - India Life Sciences Fund III, LLC IP Signed Assignment#page3.tif source=Strides Global Consumer Healthcare Limit - India Life Sciences Fund III, LLC IP Signed Assignment#page4.tif source=Strides Global Consumer Healthcare Limit - India Life Sciences Fund III, LLC IP Signed Assignment#page5.tif source=Strides Global Consumer Healthcare Limit - India Life Sciences Fund III, LLC_IP Signed Assignment#page6.tif source=Strides Global Consumer Healthcare Limit - India Life Sciences Fund III, LLC IP Signed Assignment#page7.tif

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Assignment#page8.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated as of July 9, 2021, is made by STRIDES GLOBAL CONSUMER HEALTHCARE LIMITED, a private limited company incorporated under the laws of the laws of England and Wales (the "Grantor"), in favour of INDIA LIFE SCIENCES FUND III LLC, a company registered under the laws of Mauritius (the "Secured Party"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement (as defined below).

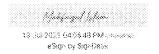
WHEREAS the Grantor is party to that certain Security Agreement, dated as of the date hereof, between the Grantor and Secured Party (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, the Grantor has agreed to grant to the Secured Party, a security interest in, the IP Collateral (as defined below), and has agreed to execute this IP Security Agreement covering such IP Collateral.

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

- **SECTION 1.** Grant of Security. As security for the payment and performance in full of the Obligations, the Grantor hereby grants to Secured Party a security interest in and to all of the Grantor's right, title and interest in and to the following (the "IP Collateral"):
- (A) all patents, patent applications and patent licenses, including those set forth in **Schedule A** hereto, together with all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof (the "*Patents*");
- (B) all trademarks, trademark registrations and applications, including those set forth in **Schedule B** attached hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "*Trademarks*");
- (C) all copyrights, copyright registrations and applications, including those set forth in Schedule C hereto, and all extensions and renewals thereof (the "Copyrights");
- (D) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;
- (E) all books, correspondence, files and other Records in the possession or under the control of the Grantor or any other Person from time to time acting for the Grantor, in each case, to the extent of the Grantor's rights therein, that at any time evidence or contain information relating to any of the property described in this Section 1 or are otherwise necessary or helpful in the collection or realization thereof; and
- (F) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law and any and all royalties, fees, income, payments, and other Proceeds or products now or hereafter due or payable with respect to any and all of the foregoing.

Notwithstanding the foregoing, however, the IP Collateral shall not include any intent-to-use trademark, prior to the filing of a "Statement of Use" with respect thereto if and solely to the extent that



(and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Grantor therein).

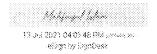
SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party 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.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York without regard to principle or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

[Signature Page Follows]



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

Date: July 9, 2021

STRIDES GLOBAL CONSUMER HEALTHCARE LIMITED,

as the Grantor

By: /s/ Mahfuzul Islam

Name: Mahfuzul Islam

Title: Director

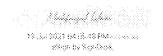
INDIA LIFE SCIENCES FUND III LLC,

as the Secured Party

Name: Joseph Désiré Gerard Pascal

Title: Director

Signature Page - IP Security Agreement



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RECORDED: 07/27/2021 REEL: 007392 FRAME: 0154