

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
pharma& Schweiz GmbH		02/26/2021	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Lucid Trustee Services Limited		
Street Address:	6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 5PG		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2819863	PEGASSIST	
Registration Number:	2987744	PEGASSIST	
Registration Number:	2355796	PEGASYS	
CORRESPONDENCE DATA			
Fax Number:	2158325360		
<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>			
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SIGNATURE:	/matthew homyk/		
DATE SIGNED:	10/28/2021		
Total Attachments: 32			

OP \$90.00 2819863

IP Pledge Agreement

dated 26 February 2021

by and between

pharma& Schweiz GmbH (the **Pledgor**)
Poststrasse 30, 6300 Zug, Switzerland

and

Lucid Trustee Services Limited (the **Security Agent**)
6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London EC2M 5PG,
United Kingdom

as security agent and pledgee, acting for itself (including as creditor of the Parallel Debt)
and as direct representative (*direkter Stellvertreter*) in the name and for the account of all
other Secured Parties

and

the **Secured Parties** (the **Pledgees**)

represented for all purposes hereof by the Security Agent as direct representative
(*direkter Stellvertreter*)

regarding

the pledge of all the Intellectual Property and Related Assets of the Pledgor

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WHEREAS

- A. On 9 September 2020, a facilities agreement has been entered into between, amongst others, zr pharma& GmbH as Company and Borrower, the Original Guarantor, Blackrock European Private Credit S.C.Sp. SICAV-RAIF – EMMPD II Fund, Blackrock European Private Credit S.C.Sp. SICAV-RAIF – EMMPD (ASG) and Swiss Capital European Private Debt Funds I SCSP, SICAV-FIAR BLK European Private Debt Fund as Arrangers, the Original Lenders, Lucid Agency Services Limited as Agent and Lucid Trustee Services Limited as Security Agent (all as defined therein) (the **Original Facilities Agreement**).
- B. On 11 December 2020, the parties to the Original Facilities Agreement have entered into a first amendment agreement (the **First Amendment Agreement** and, the Original Facilities Agreement as amended by the First Amendment Agreement, the **Facilities Agreement**).
- C. It is a condition under the Facilities Agreement that, as Security for the due and punctual fulfilment of the Secured Obligations (as defined below), the Pledgor grants a pledge to the Pledgees over the Pledged Assets (as defined below).
- D. In accordance with clause 29 (*Role of the Agent, the Arrangers and others*) and more specifically in accordance with clause 29.2 (*Swiss Transaction Security*) of the Facilities Agreement, each Secured Party has appointed the Security Agent to enter into this Agreement for itself (including as creditor of the Parallel Debt) and for and on behalf of each other Secured Party as direct representative (*direkter Stellvertreter*) and to hold the Security hereby constituted as direct representative (*direkter Stellvertreter*) for itself (including as creditor of the Parallel Debt) and for all other Secured Parties.
- E. The Pledgor is willing to pledge the Pledged Assets to the Pledgees as provided herein.

NOW THEREFORE, the parties hereto (the **Parties**) agree as follows:

1. Definitions and construction

1.1. Definitions

Unless defined otherwise herein, capitalised terms and expressions used herein shall have the meaning ascribed to them in the Facilities Agreement.

When used in this Agreement only, the following capitalised terms shall have the meaning assigned to them below:

Agreement means this IP pledge agreement and its schedules.

CC means the Swiss Civil Code (*Schweizerisches Zivilgesetzbuch*) dated 10 December 1907.

Clause means a clause of this Agreement.

CO means the Swiss Code of Obligations (*Schweizerisches Obligationenrecht*) dated 30 March 1911.

Collateral Rights means all rights, powers and remedies of the Security Agent or the Pledges provided by this Agreement or by law.

DEBA means the Swiss Debt Collection and Bankruptcy Act (*Bundesgesetz über Schuldbetreibung und Konkurs*) dated 11 April 1889.

Enforcement means the enforcement, foreclosure or any other kind of realisation of the Pledged Assets.

Enforcement Event means the occurrence of an Event of Default which is continuing and in respect of which the Agent has given notice in accordance with clause 25.19 (*Acceleration*) or clause 25.20 (*Super Senior Acceleration*) of the Facilities Agreement, as applicable.

Event of Default means an Event of Default or a Material Super Senior Event of Default, each as defined in the Facilities Agreement.

Facilities Agreement has the meaning given to it in section B. of the preamble to this Agreement.

Intellectual Property means:

- (a) all rights, titles and interests the Pledgor has under any copyright or other intellectual property law, including without limitation any copyrights in software, databases, other works or any computer programming code (in readable form) of any such software, databases or other work (the **Copyrights**), patents (the **Patents**), trademarks (the **Trademarks**) and domain names (the **Domain Names**), worldwide, owned as of the date hereof or acquired in the future by the Pledgor, in each case whether registered or not and including any licence or sub-licence in those rights (including those as set-out in Schedule 2);
- (b) all pending or future applications for, and the rights to make applications for, any of those rights set forth in (a) above (where such applications can be made), including, without limitation, the pending trademark applications as outlined in Schedule 2 of this Agreement; and
- (c) all rights which have the same or similar effect or nature as or to those in (a) or (b) above or which would in any way prevent or hinder the use or exploitation of the matter to which they relate, in each case worldwide.

Key Jurisdictions means the United States, France, the United Kingdom, Germany, Denmark, the Netherlands (via Benelux), Sweden, Italy, Romania, Switzerland and each other European Union and European Economic Area jurisdiction in which the Pledgor owns/holds Intellectual Property, or any other jurisdiction as agreed upon in any other Finance Document or otherwise amongst the Agent and the Company.

Pledge means a pledge pursuant to art. 899 et seq. CC of the Pledged Assets in accordance with the terms of this Agreement.

Pledged Assets means the Intellectual Property and Related Assets or any other security or asset that is to be or will be pledged to the Pledgees under this Agreement.

Pledgees means all existing Secured Parties, including those listed in Schedule 1 (together the **Original Pledgees**) as well as any future Secured Party which becomes a Pledgee pursuant to Clause 10(a) (*Additional Pledgees; power of attorney*), but excluding any person which pursuant to Clause 10(a) (*Additional Pledgees; power of attorney*) has ceased to be a Pledgee.

Pledgor has the meaning given to it on the cover page of this Agreement.

Related Assets means, all and any rights, claims or benefits in respect of or derived from the Intellectual Property, including without limitation, claims for damages or claims against an insurance provider in case of loss or damage to the Intellectual Property.

Secured Obligations means, all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Pledgor or any other Obligor) of the Pledgor or any other Obligor to and towards the Secured Parties under and/or in connection with any Finance Document, together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, increase, novation, deferral or extension or reduction of the maturity of the facilities, the implementation of a new facility (in particular by way of establishing incremental facilities), any change of interest rate and/or any other payment obligation;
- (b) any claim for damages or restitution; and
- (c) any claim as a result of any recovery by the Pledgor of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings. The Secured Obligations shall include any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*).

Security Agent has the meaning given to it on the cover page of this Agreement.

1.2. Construction

- (a) In this Agreement, clause 1.2 (*Construction*) of the Facilities Agreement shall apply *mutatis mutandis* to this Agreement.
- (b) In addition, in this Agreement:

- (i) references to any agreement or other document are references to such agreement or document as amended, restated, novated, supplemented, extended or replaced, from time to time, in accordance with its terms and includes any change in the purpose of, any extension of or any increase in any facility, any increase in any margin, or the addition of any new facility under that agreement or document;
- (ii) references to Clauses and Schedules are references to clauses of and schedules to this Agreement;
- (iii) words importing the plural shall include the singular and vice versa; and
- (iv) "including" means "including without limitation", not limiting the term(s) to which the word relates to the example(s) thereafter mentioned; and
- (v) unless the context requires otherwise, references herein to the Security Agent shall be read as references to the Security Agent acting for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Pledgees.

2. Pledge and Pledgor's obligations

2.1. Undertaking to pledge

The Pledgor hereby agrees to pledge to the Pledgees, directly represented by the Security Agent, acting for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Pledgees, the Pledged Assets free and clear of any Security in favour of third parties and as continuing first ranking Security for the Secured Obligations

2.2. Effecting of the Pledge

- (a) For the purposes of effecting the Pledge as described in Clause 2.1 (*Undertaking to pledge*), the Pledgor hereby pledges with immediate effect as per the date hereof all Pledged Assets to the Pledgees, directly represented by the Security Agent, acting for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Pledgees, as a continuing first ranking Security, free and clear of any Security in favour of third parties in order to secure the Secured Obligations.
- (b) The Pledge of the Pledged Assets shall be effective as of the date hereof and shall be valid regardless of whether or not such Pledge can be registered and regardless of whether or not the Pledge is or will be registered with the competent registration organisation.

2.3. Registration

- (a) With respect to the Intellectual Property other than Domain Names, the Pledgor herewith authorises the Security Agent to notify the Pledge to all competent trademark offices, other authorities and/or third parties, as applicable, and to register the Pledge in the trademark registers or any other registers, as applicable, of all Key Jurisdictions in which such a registration is possible, provided that:
 - (i) to the extent possible, registration will be made via WIPO only in reliance on the Madrid Convention or Madrid Protocol; and
 - (ii) where a registration via WIPO is not available or not successful, registration will be made with each relevant competent national/regional/state/local trademark offices, other authorities and/or third parties, as applicable (including, for Switzerland, with the Swiss Federal Institute of Intellectual Property).

For that, the Pledgor shall, at its sole costs and expenses, (i) in relation to Intellectual Property other than Domain Names existing as of the date hereof, on the date hereof and (ii) in relation to Intellectual Property other than Domain Names owned by the Pledgor after the date hereof, on the relevant date the Pledgor owns such Intellectual Property other than Domain Names, deliver to the Security Agent prepared and signed

notification letters, inter alia, in the form as attached to in Schedules 3a and 3b as the case may be, or otherwise applicable and required as the case may be; the Pledgor shall further take all measures and acts and execute and deliver all written instruments and declarations required to perfect, protect and maintain the registration of such Pledge.

- (b) With respect to the Domain Names, the Pledgor herewith authorises the Security Agent to notify the Pledge to all competent offices, other authorities and/or third parties, as applicable, and to register the Pledge in all Key Jurisdictions, to the extent such a registration is possible. Therefor, the Pledgor shall, at its sole costs and expenses, (i) in relation to Domain Names existing as of the date hereof, on the date hereof and (ii) in relation to Domain Names owned by the Pledgor after the date hereof, on the relevant date the Pledgor owns such Domain Names, prepare, sign and deliver to the Security Agent signed notification letters and/or any document otherwise applicable and provided by the Security Agent.
- (c) The Pledgor shall use its best efforts to have the Pledge as notified under paragraph (a) and, to the extent a registration of the Pledge over Domain Names is possible, paragraph (b) of this Clause 2.3 (*Registration*), registered by the competent registration organisations as soon as practically possible.
- (d) Paragraphs (a), (b) and (c) of this Clauses 2.3 (*Registration*) shall, other than provided for therein, apply *mutatis mutandis* in case the Pledgor acquires any additional Intellectual Property in the future, whether by registration, purchase or otherwise.

3. Intellectual Property

3.1. Right to use Intellectual Property

- (a) For so long as no Enforcement Event has occurred, the Pledgor shall use the Pledged Assets subject to and in accordance with the Finance Documents. The Pledgor shall not maintain, grant, extend, or otherwise amend (except to terminate) any licence that contains a right to sub-licence unless expressly permitted under the Finance

Documents and subject to the prior written consent of the Security Agent.

- (b) Upon and following the occurrence of an Enforcement Event, the Pledgor shall no longer be entitled to use the Pledged Assets (including to grant, extend or otherwise amend licenses) without the prior written consent of the Security Agent.

3.2. Information duties

- (a) On the date of this Agreement, the Pledgor shall provide the Security Agent with a list of the Intellectual Property as of the date hereof, in the form set out in Schedule 2.
- (b) The Pledgor shall provide the Security Agent, (i) on a semi-annually basis, as of 30 June and then as of 31 December of each calendar year (in each case within three (3) Business Days following such dates), or (ii) upon request, and (iii) in any event immediately as from an Event of Default which is continuing, with correct, complete and up-to-date lists of Intellectual Property in the form set out in Schedule 2. Such lists of Intellectual Property are of declaratory nature and the Pledged Assets are pledged irrespective of whether or not the Intellectual Property or the Pledged Assets have been or will be listed.

4. Representations and warranties

- (a) The Pledgor represents and warrants to the Security Agent acting for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Pledgees as at the date hereof:
 - (i) it is the sole legal and beneficial owner of the Intellectual Property and the Pledged Assets;
 - (ii) the Pledged Assets have not been assigned or pledged or otherwise encumbered and are free and clear of any Security (except as created under this Agreement) or other interests or third party rights of any nature and/or any restriction on the ability to encumber, transfer or realise all or any part of the Pledged Assets;

- (iii) no claims, actions, proceedings (including, but not limited to, opposition or objection proceedings), arbitrations or investigations are pending or threatened against the Pledgor, in relation to any Pledged Assets;
 - (iv) all Pledged Assets have been validly created and, to the extent registration is possible and required pursuant to this Agreement, all Pledged Assets are, to the extent possible on a best effort basis, properly registered in the name of the Pledgor with the competent registration organisation;
 - (v) all details regarding the Intellectual Property set out in Schedule 2 are correct, accurate, complete and up-to-date;
 - (vi) it is validly existing, has the power to enter into and perform its obligations under this Agreement and all consents, approvals and authorisations have been obtained to make the Pledge valid, binding and enforceable in accordance with the terms of this Agreement;
 - (vii) this Agreement constitutes legal and valid obligations, binding upon the Pledgor and is an effective Security over the Pledged Assets; and
 - (viii) no board's or share/quotaholders' resolution (or similar resolution) of the Pledgor, has been passed or approved nor has any application been made with respect to the Pledgor in relation to bankruptcy, voluntary or judicial liquidation, composition with creditors, suspension of payments, controlled management, general settlement with creditors, reorganisation or similar legal proceedings which would be likely have an adverse effect (in terms of value, enforceability or otherwise) on the Pledge and/or the Pledged Assets or any other right of the Security Agent or any other Pledgee under this Agreement.
- (b) The representations and warranties in this Clause 4 (*Representations and warranties*) shall be in addition to and not in lieu of the representations and warranties of the Pledgor in the other Finance Documents and are made by the Pledgor by reference to the facts and circumstances existing on the date of this Agreement and are deemed to be repeated on, and by reference to the facts and circumstances then existing on each Utilisation Date and Establishment Date and on the date of each

Utilisation Request and each Incremental Facility Notice, and on the first day of each Interest Period, from the date of this Agreement until the release of the Pledged Assets pursuant to Clause 12 (*Release of Pledged Assets*).

5. Further undertakings of the Pledgor

Without prejudice and in addition to the undertakings of the Pledgor or any other Obligor under the Facilities Agreement and any other Finance Document, the Pledgor hereby undertakes to the Security Agent and the Pledgees as follows:

- (a) to have all Pledged Assets properly registered in the name of the Pledgor with the competent registration organisation, to the extent registration is possible and required pursuant to this Agreement and further in accordance with the Facilities Agreement;
- (b) to promptly execute and deliver at its own cost and expense all further instruments and documents, and take all further action, that the Security Agent may request or that are required as a matter of law, in order to (i) perfect, register (subject to Clause 2.3 (*Registration*)), protect, secure, maintain and enforce the Security created or contemplated by this Agreement, (ii) facilitate the exercise of the Security Agent's and Pledgees' Collateral Rights and (iii) enable the Security Agent and the other Pledgees to transfer and assign this Agreement or any rights or obligations hereunder (including the Security over the Pledged Assets) in accordance with Clause 15.3 (*Assignment or transfer*);
- (c) at its own cost and expense and subject to and in accordance with the Facilities Agreement, to enter into and procure the perfection of additional pledge or security agreements, if and to the extent that a Pledge of certain Related Assets requires as a matter of law, the execution and perfection of a specific pledge or security agreement and/or any other action for such Related Assets (which, for the avoidance of doubt but without limitation may include the execution and entry into of additional pledge or security agreement which is not governed by Swiss law);
- (d) except with the Security Agent's prior written consent or unless expressly permitted otherwise under the Finance Documents, not to:

- (i) do, or permit to be done, anything which would adversely affect the priority, ranking, legality, validity and enforceability or value of the Security created or expressed to be created pursuant to this Agreement and/or the Collateral Rights,
 - (ii) enter into any legal instrument relating to, or granting any Security over, or dispose of, or assign its Pledged Assets, or
 - (iii) take any other action with respect to the Pledged Assets that would jeopardise any rights of the Security Agent and/or the Pledges under the Pledge, or would jeopardise the Enforcement of the Pledged Assets;
- (e) to immediately notify the Security Agent as soon as it becomes aware of any actions of third parties or any insolvency which may reasonably be expected to have a material negative effect on the Pledge, the Pledged Assets and/or the Collateral Rights;
- (f) to take all legal and other actions which are necessary to safeguard the Security Agent's and the other Pledges' rights under or in respect of the Pledged Assets, including all acts to process and maintain its applications for, and registrations and full validity of, the Intellectual Property including payment of any application, registration or renewal fee, and to maintain the use and protection of the Intellectual Property, including to object and/or defend against any related challenges and/or to take all action to prevent unauthorised use thereof.

6. Enforcement

- (a) Upon the occurrence of an Enforcement Event, the Security Agent (acting for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Pledges) shall be entitled (but not obliged), at its full discretion and without prior notice to the Pledgor or any other party, to:
- (i) effect Enforcement by either (1) private realisation (*Privatverkauf*, including, to the extent legally permitted self-sale (*Selbsteintritt*) of the Pledged Assets or (2) enforcement proceedings pursuant to the DEBA under the exclusion of article 41 para 1^{bis} DEBA (waiver of the

beneficium excussionis realis) and the Parties agree in advance that a “*Freihandverkauf*” shall be admissible;

- (ii) act as Security Agent contracting in its own name and in the name of the Pledges and on its own and their accounts or for the account of third persons in private or official Enforcement; and
 - (iii) apply all monies arising from the Pledged Assets as though they were the proceeds of an Enforcement under this Agreement.
- (b) Failure by the Security Agent or any Pledgee to sell Pledged Assets or to exercise any right or remedy shall not result in any liability of the Security Agent or any Pledgee and shall not prejudice any of the rights the Security Agent and the Pledgees may have under this Agreement or any other of the Finance Documents, nor be a waiver of any obligation of the Pledgor hereunder and/or thereunder.
 - (c) Notwithstanding previous enforcement actions with respect to the Pledged Assets without formality or notice, the Security Agent retains the right at all times to take any measure it deems necessary or appropriate in accordance with the DEBA or any analogous provisions under applicable foreign law.
 - (d) The Security Agent shall not be bound to enforce any other Security before enforcing the Security created by this Agreement.
 - (e) The Security Agent shall be free to enforce all or only part of the Pledged Assets and to determine the order of Enforcement into the Pledged Assets.
 - (f) The Security Agent shall be entitled to enforce the Pledge in respect of all or only part of the Security. Such partial Enforcement shall not affect the Pledge on the remaining Security.
 - (g) The Pledgor agrees that the Security Agent can instruct a third party to conduct the Enforcement of the Pledge for its account.
 - (h) In connection with an Enforcement under this Agreement, the Pledgor:
 - (i) waives any right of requesting that the Pledged Assets be realised before foreclosure in any of its other assets or before exercise of

any other Security which may have been granted to the Security Agent and/or the other Secured Parties for the Secured Obligations;

- (ii) shall at the request of the Security Agent fully co-operate with the Security Agent and use its best efforts in assisting the Security Agent with regard to the Enforcement; and
- (iii) shall upon request of the Security Agent, provide the Security Agent free of charge with all information, records and documents that are required or requested for the purpose of enforcing this Agreement, in copy or, if necessary or requested by the Security Agent, in original.

7. Up-/cross-stream limitations

- (a) If and to the extent that:
 - (i) the Pledgor secures obligations other than obligations of one of its direct or indirect subsidiaries (i.e. obligations of the Pledgor's direct or indirect parent companies (up-stream liabilities) or sister companies (cross-stream liabilities)) (the **Restricted Obligations**); and
 - (ii) using the proceeds from Enforcement of the Pledge would, under Swiss law and practice, constitute a repayment of capital (*Einlagerückgewähr*), a violation of the legally protected reserves (*gesetzlich geschützte Reserven*) or the payment of a (constructive) dividend (*Gewinnausschüttung*) by the Pledgor or would otherwise be restricted under Swiss corporate law,

the proceeds from the Enforcement of the Pledge to be applied towards discharging Restricted Obligations shall be limited to the amount permitted to be paid under Swiss law and practice, provided that, such limited amount shall at no time be less than the profits and reserves of the Pledgor available for distribution as dividends at the time of the Enforcement of the Pledge and further provided that this is a requirement under then applicable law and further provided that such limitation (as may apply from time to time or not) shall not (generally or definitively) affect the Pledge granted by the Pledgor hereunder or otherwise free the Pledgor from its obligations in excess thereof, but

merely postpone the time of using such proceeds until such times as application towards discharging the Restricted Obligations is again permitted notwithstanding such limitation;

- (b) In case the proceeds from the Enforcement of the Security granted under this Agreement are by law subject to Swiss Withholding Tax, the Pledgor shall:
- (i) if and to the extent possible procure to mitigate to the extent possible any Swiss Withholding Tax obligations to be levied on the use of the Enforcement proceeds of the Security, in particular by notification pursuant to applicable law (including double tax treaties) rather than payment of the tax;
 - (ii) if the notification procedure pursuant to paragraph (b)(i) of this Clause:
 - (1) applies for a part of the Swiss Withholding Tax only, the Security Agent undertakes to withhold from the Enforcement proceeds of the Security an amount of Swiss Withholding Tax at the reduced rate resulting after the discharge of part of such tax by notification under applicable law; or
 - (2) is not available, the Security Agent undertakes to withhold from the Enforcement proceeds of the Security an amount equivalent to the Swiss Withholding Tax at the rate of 35% (or such other rate as in force from time to time), and subject to any applicable double taxation treaty or any other applicable treaty, that may be due by the Pledgor to the Swiss Federal Tax Administration from the Enforcement of the Security by the Security Agent under this Agreement, and forward such amount to the Swiss Federal Tax Administration, in the name and for the account of the Pledgor, within sixty (60) Business Days after presentation by the Pledgor to the Security Agent of the relevant form of the Swiss Federal Tax Administration, it being specified that the Pledgor shall fill in and prepare the relevant form of the Swiss Federal Tax Administration and submit it to the Security Agent for approval, which approval shall not be unreasonably withheld; and

- (3) in the case of a deduction of Swiss Withholding Tax the Pledgor shall use its best efforts to ensure that (1) any person other than the Security Agent and the Secured Parties, which is entitled to a full or partial refund of the Swiss Withholding Tax deducted from such application of proceeds towards discharging Restricted Obligations, will, as soon as possible after such deduction request a refund of the Swiss Withholding Tax under applicable law (including tax treaties), and pay to the Security Agent upon receipt any amounts so refunded and (2) if the Security Agent or a Secured Party is entitled to a full or partial refund of the Swiss Withholding Tax deducted from such application of proceeds towards discharging Restricted Obligations, the Pledgor provides the Security Agent or such Secured Party with those documents that are required by law and applicable tax treaties to be provided by the payer of such tax in order to enable the Security Agent or Secured Party to prepare a claim for refund of Swiss Withholding Tax.
- (c) If Swiss Withholding Tax is to be withheld in accordance with paragraph (b) of this Clause, the Security Agent shall be entitled to further apply proceeds from the Enforcement of the Pledge against the Restricted Obligations up to an amount which is equal to that amount which would have been obtained if no withholding of Swiss Withholding Tax were required.
- (d) If and to the extent requested by the Security Agent and if and to the extent this is from time to time required under Swiss mandatory law (with regards to restricting profit distributions), in order to allow the Security Agent (and the Secured Parties) to obtain a maximum benefit under the Finance Documents and, in particular, the Pledge, the Pledgor, and any parent company of the Pledgor shall procure that the Pledgor will, take all such measures and/or promptly procure the fulfilment of all prerequisites allowing the prompt application of the proceeds from the Enforcement of the Security granted under this Agreement and allowing the Pledgor to promptly perform its obligations and make the (requested) payment(s) thereunder from time to time, including the following:
- (i) the preparation of an up-to-date (interim) audited balance sheet of the Pledgor;

- (ii) the confirmation of the auditors of the Pledgor that the relevant amount represents (the maximum of) freely distributable profits;
- (iii) the prompt convening of a meeting of the share/quota holders of the Pledgor the approval of the (resulting) distribution;
- (iv) the conversion of restricted reserves into profits and reserves freely available for the distribution as dividends (to the extent permitted by mandatory Swiss law);
- (v) the revaluation of hidden reserves (to the extent permitted by mandatory Swiss law);
- (vi) to the extent permitted by applicable law, (A) write up or realise any of its assets shown in its balance sheet with a book value that is significantly lower than the market value of the assets, in case of realisation, however, only if such assets are not necessary for the Pledgor's business (*nicht betriebsnotwendig*) and/or (B) reduce its share/quota capital; and
- (vii) all such other measures necessary or useful to allow the Security Agent and the Pledgees to further enforce the Security and other indemnity granted under this Agreement and apply proceeds therefrom against the Restricted Obligations with a minimum of limitations.

8. Conditional assignment

To the extent that the Pledge on the Intellectual Property and the Related Assets cannot be perfected and/or enforced under Clauses 2 (*Pledge and Pledgor's obligations*), 5 (*Further undertakings of the Pledgor*) or 6 (*Enforcement*) under applicable law, this Agreement, upon the occurrence of an Event of Default, constitutes a conditional assignment pursuant to art. 164 et seq. CO by way of security (*Sicherungszeession*) and/or the transfer of title by way of security (*Sicherungsübereignung*), as the case may be, of said Intellectual Property and Related Assets from the Pledgor to the Security Agent, acting for itself (including as creditor of the Parallel Debt) and as a fiduciary for the account of each Secured Party, allowing the Security Agent, to perfect (i) private realisation or (ii) institute enforcement proceedings each as stated in Clause 6 (*Enforcement*).

9. Allocation and application of proceeds

Any proceeds received hereunder by the Security Agent acting for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Pledgees or by any Pledgee, in particular any proceeds received under Clause 6 (*Enforcement*), shall be applied in accordance with the Finance Documents.

10. Additional Pledgees; power of attorney

- (a) The Pledgor acknowledges and agrees that the Security Agent is, pursuant to with clause 29 (*Role of the Agent, the Arrangers and others*) and more specifically in accordance with clause 29.2 (*Swiss Transaction Security*) of the Facilities Agreement, entering into this Agreement and acting for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Pledgees and that for such purpose upon an additional person becoming a Secured Party under the Facilities Agreement, such new Secured Party shall automatically become a Pledgee hereunder and any Secured Party which has ceased to be a Secured Party shall automatically cease to be a Pledgee hereunder.
- (b) The Pledgor authorises the Security Agent to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things that the Security Agent may consider to be requisite for carrying out any obligation imposed on the Pledgor under this Agreement or exercising any of the rights conferred on the Security Agent or the Pledgees by this Agreement or by law, in particular in connection with a private realisation (*Private Verwertung*, including, without limitation, self-sale (*Selbsteintritt*)), provided that such power of attorney granted hereunder shall not be exercisable unless:
- (i) an Enforcement Event has occurred or;
 - (ii) the Pledgor has failed to comply with a further assurance or perfection obligation within ten (10) Business Days of being notified of that failure and being requested to comply by the Security Agent.

11. Continuing Security; effectiveness of collateral

- (a) The Pledge constitutes a continuing Security which shall be cumulative, in addition to and independent of every other Security which the Security Agent or any other Secured Party may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law.
- (b) The Security expressed to be created under this Agreement shall not be affected in any way by any variation, amendment, restatement, novation, transfer (including by way of novation), extension, compromise or release of any or all of the Secured Obligations or the Finance Documents or of any other Security from time to time.
- (c) The Pledgor agrees that no rights and claims shall pass to or otherwise arise for the benefit of the Pledgor by subrogation (*gesetzlicher Übergang von Forderungen und Rechten*) or otherwise, including any recourse claims, indemnification claims, claims arising from unjust enrichment (*ungerechtfertigte Bereicherung*) and any right to demand the assignment and/or transfer of any Secured Obligations and/or Security, against any obligor, grantor of Security or Secured Party (as the case may be) which the Pledgor may (but for this paragraph) be entitled to as a result of:
 - (i) a payment or repayment by the Pledgor of any debt of any other obligor under any of the Finance Documents; or
 - (ii) in case of Enforcement of the Pledge (or any part thereof).

The Pledgor furthermore undertakes (i) not to exercise (*pactum de non petendo*), and not to purport to exercise, any such rights and claims which may pass to it or otherwise arise for its benefit notwithstanding this paragraph or would pass to it or otherwise arise for its benefit but for this paragraph and (ii) to immediately pay or transfer to the Security Agent any payment or distribution or benefit of Security received by it contrary to this paragraph or as otherwise directed by the Security Agent under this paragraph.

12. Release of Pledged Assets

- (a) Subject to Clause 13 (*Reinstatement and avoidance of payments*) below, at the request and at the cost of the Pledgor, the Security Agent shall release and discharge the Pledged Assets from the Pledge and re-assign all Intellectual Property and Related Assets which have been assigned to the Security Agent pursuant to Clause 8 (*Conditional assignment*), upon full and final discharge of the Secured Obligations or as otherwise expressly permitted under the Finance Documents.
- (b) Upon release and re-assignment and discharge pursuant to paragraph (a) of this Clause, the Pledge and the assignment created pursuant to this Agreement shall automatically terminate and the Pledged Assets then remaining and not previously applied against the Secured Obligations shall be released and returned by the Security Agent (or such other Pledgee, as the case may be) and the Intellectual Property and Related Assets which have been assigned to the Security Agent pursuant to Clause 8 (*Conditional assignment*) then remaining and not previously applied against the Secured Obligations shall be re-assigned, to the Pledgor (all at the sole cost of the Pledgor).
- (c) Upon request and at the sole costs of the Pledgor, the Security Agent shall, after discharge of the Pledge as described in this Clause, notify (on the basis of documents prepared and provided by the Pledgor, excluding any liability of the Security Agent) any authority or other competent registration organisation with whom the Pledge has been registered that the Pledge has been released.
- (d) The Security Agent and the other Pledgees will not make or shall not be deemed to have made any representation or warranty, whether express or implied, with respect to any Pledged Assets so delivered, except that any such Pledged Assets shall be delivered to the Pledgor free and clear of any encumbrance or other third party right granted by the Security Agent or any other Pledgee.

13. Reinstatement and avoidance of payments

If any payment in respect of Secured Obligations, whereupon the Security Agent discharged the Security (or any part thereof) expressed to be created

pursuant to this Agreement, is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of the Pledgor and the Security granted under this Agreement shall, to the extent legally permitted, continue as if the payment, discharge, avoidance or reduction had not occurred and such amount shall not be considered to have been irrevocably paid and the liability of the Pledgor and the Security expressed to be created under this Agreement shall be reinstated and continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Pledgor shall pledge, return and deliver (as the case may be) to the Security Agent any Pledged Asset, including, for the avoidance of doubt, any proceeds from the collection or disposal of and any other substitutes for the Pledged Assets, as if the repayment, discharge, avoidance or reduction had not occurred.

14. Exculpation and indemnity

- (a) Neither the Security Agent nor any other Secured Party shall be liable for any loss or damage suffered by the Pledgor by reason of (i) the Security Agent taking any action permitted by this Agreement or (ii) any neglect or default in connection with the Pledged Assets or (iii) the enforcement of all or any part of the Pledged Assets, except, with respect to (i) through (iii) hereof, in case of wilful misconduct (*Absicht*) or gross negligence (*grobe Fahrlässigkeit*) on the part of the Security Agent (or any officer, employee, agent or delegate of, or appointed by, the Security Agent for which they are responsible pursuant to mandatory applicable law) as determined by a court of competent jurisdiction by final and non-appealable judgement. Any liability of the Security Agent and the other Secured Parties pursuant to this Agreement shall be limited to direct damages.
- (b) The Pledgor shall fully release, discharge and indemnify the Security Agent, any other Secured Party and any delegate and auxiliary person of the Security Agent or any other Secured Party and keep them fully harmless from any claims raised or brought against them in connection with this Agreement, save in respect of loss or damage suffered as a result of the wilful misconduct (*Absicht*) or gross negligence (*grobe Fahrlässigkeit*) on the part of the Security Agent or such other Secured

Party (or any officer, employee, agent or delegate of, or appointed by, the Security Agent or any other Secured Party for which they are responsible pursuant to mandatory applicable law) as determined by a court of competent jurisdiction by final and non-appealable judgement.

15. Miscellaneous

15.1. Costs and expenses

All costs and expenses (including legal fees) arising out of or in connection with the preparation, execution, amendment and Enforcement of, or any performance under, this Agreement shall be borne in accordance with the terms of the Facilities Agreement.

15.2. Waivers and amendment

- (a) No failure on the part of the Security Agent or any other Pledgee to exercise, or delay on its part in exercising, any Collateral Right shall operate as a waiver thereof, nor shall any single or partial exercise of a Collateral Right preclude any further or other exercise of that or any other Collateral Right.
- (b) Any amendment or waiver of this Agreement or any provision of this Agreement (including this Clause 15.2 (*Waivers and amendment*)) shall only be binding if agreed in writing by all Parties.

15.3. Assignment or transfer

- (a) The Pledgor may not transfer or assign this Agreement or any rights or obligations hereunder without the prior written consent of the Security Agent.
- (b) If a successor of the Security Agent is appointed pursuant to the Finance Documents, the existing Security Agent may assign and transfer by way of written agreement all of its rights and obligations hereunder (including by way of transfer of agreement (*Vertragsübernahme/-übertragung*)) to its successor without further consent of the Pledgor.

The Pledgor herewith irrevocably and unconditionally agrees in advance to such transfer and assignment and to recognise any such successor as new Security Agent in substitution of the retiring Security Agent, and to do all acts (at its own cost) necessary or useful for the successor Security Agent to be recognised by third parties as new Security Agent hereunder (including countersigning the written agreement of assignment and transfer).

15.4. Notices

Any notice, request or other communication under this Agreement shall be given in accordance with the provisions of clause 34 (*Notices*) of the Facilities Agreement which shall apply to this Agreement *mutatis mutandis*.

15.5. Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect or impair (i) the validity or enforceability in that jurisdiction of any other provision of this Agreement or (ii) the validity or enforceability in any other jurisdiction of that or any other provision of this Agreement, and the Parties will negotiate in good faith to replace the relevant provision by another provision reflecting as closely as possible the original intention and purpose of the Parties.

15.6. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

16. Law and jurisdiction

- (a) This Agreement shall in all respects, including, without limitation, all the rights in rem aspects, be governed by and construed in accordance with the substantive laws of Switzerland (to the exclusion of conflict of law rules).

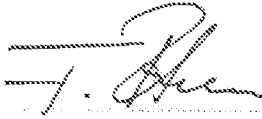
- (b) Each Party submits to the exclusive jurisdiction of the courts of the city of Zurich, Switzerland (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement). The Security Agent and each other Pledgee reserves the right to bring an action against the Pledgor at its place of domicile or before any other competent court.

[SIGNATURE PAGE FOLLOWS]

Signatures

pharma& Schweiz GmbH

Pledgor



Name: Frank Rotmann
Title: chairman of the management

Name: -
Title: -

Lucid Trustee Services Limited

Security Agent

for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Secured Parties

Name:
Title:

Name:
Title:

Signatures

pharma& Schweiz GmbH

Pledgor

Name:

Name:

Title:

Title:

Lucid Trustee Services Limited

Security Agent

for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Secured Parties



Name: MELANIE OCKENDON
Title: AUTHORISED SIGNATORY



Name: MELANIE OCKENDON
Title: AUTHORISED SIGNATORY

Schedule 1: Original Pledges

- Blackrock European Private Credit S.C.Sp. SICAV-RAIF – EMMPD II Fund;
- Blackrock European Private Credit S.C.Sp. SICAV-RAIF – EMMPD (ASG); and
- Swiss Capital European Private Debt Funds I SCSP, SICAV-FIAR BLK European Private Debt Fund,

as Arrangers and Original Lenders;

- Lucid Agency Services Limited as Agent; and
- Lucid Trustee Services Limited as Security Agent,

(each as defined in the Facilities Agreement).

Schedule 2: Existing Intellectual Property

A. Copyrights

N/A

B. Patents

N/A

C. Trademarks

N°	Intellectual Property	Figure	Country/ies	Class/es	Registration no.	Application	Expiry
1.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

D. Domain Names

N/A

E. Others

N/A

Schedule 3a: Form of Notification Letter to the World Institute of Intellectual Property Organisation

Registered Mail

World Intellectual Property Organization
34, chemin des Colombettes
P.O. Box 18
1211 Geneva 20
Switzerland

[Place, date]

Pledge of Trademarks

Dear Sirs

We hereby inform you that we entered into a pledge agreement dated [...] (the **Agreement**, enclosed herewith) based on which we have pledged to [*Name and Address of the Security Agent*] (the **Security Agent**) the following trademarks, i.e.:

[...]

The Security Agent is represented in Switzerland by Walder Wyss Ltd., Seefeldstrasse 123, 8008 Zurich, Switzerland (Attn Mr Luc Defferrard).

We herewith kindly ask you to register this pledge in the international trademark register. For this purpose, we hereto enclose the duly filled out form[s] [MM 19] and would be pleased if you could send a confirmation of the registration of the pledge in the international trademark register to us and also to the aforementioned representative of the Security Agent.

Yours faithfully

[the Pledgor]

Name:

Title:

Name:

Title:

Annexes: the Agreement and Forms MM19 WIPO

Schedule 3b: Form of Notification Letter to Swiss Federal Institute of Intellectual Property

Einschreiben

Institut für Geistiges Eigentum
Stauffacherstrasse 65/59g
3003 Bern

Verpfändung von Marken

Sehr geehrte Damen und Herren

Wir zeigen Ihnen hiermit an, dass wir unsere Marken

[Nos. of Swiss Trademarks]

an

[Name and address of Security Agent], und die von ihr vertretenen Gläubiger,

in der Schweiz vertreten durch:

Walder Wyss AG, Luc Defferrard, Seefeldstrasse 123, 8008 Zürich, als hiesiger Vertreter der Pfandgläubiger,

verpfändet haben.

Wir ersuchen Sie um Eintragung des Pfandrechts über die genannten Marken im Schweizerischen Markenregister und die Zustellung einer Eintragungsbestätigung an die hiesigen Vertreter der Pfandgläubigerin.

Mit freundlichen Grüssen

[Name des Pledgors]

Name:
Titel:

Name:
Titel: