

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM694239

<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>
Rising Pharma Holdings, Inc.		12/13/2021	Corporation: DELAWARE
Acetris Pharma Holdings, LLC		12/13/2021	Limited Liability Company: DELAWARE
Casper Pharma LLC		12/13/2021	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BLUE TORCH FINANCE, LLC		
<b>Street Address:</b>	150 E. 58TH STREET, 18TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10155		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5070199	CASPER PHARMA	
<b>Registration Number:</b>	5070201	CP CASPER PHARMA	
<b>Registration Number:</b>	3327963	FEXMID	
<b>Registration Number:</b>	569968	FURADANTIN	
<b>Registration Number:</b>	6136652	HELIDAC	
<b>Registration Number:</b>	1216341	THALITONE	
<b>Registration Number:</b>	3234816	TRIGLIDE	
<b>Registration Number:</b>	3091590	TRIGLIDE	
<b>Registration Number:</b>	773095	ZYLOPRIM	
<b>Registration Number:</b>	2671869	AQUASOL	
<b>Registration Number:</b>	942612	AQUASOL E	
<b>Registration Number:</b>	942613	AQUASOL A	
<b>Registration Number:</b>	3568718		
<b>Registration Number:</b>	3384445	PROCTOZONE-HC	
<b>Registration Number:</b>	3613745	RISACAL-D	
<b>Registration Number:</b>	4817254		

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Property Type	Number	Word Mark
Registration Number:	3558296	RISA QUAD
Registration Number:	3604895	RISING
Registration Number:	3384438	RISING
Registration Number:	5040522	LUCID PHARMA
Registration Number:	5040529	LP LUCID PHARMA
Serial Number:	90231973	A ACETRIS
Serial Number:	90677769	DENTA 5000 PLUS

**CORRESPONDENCE DATA**

Fax Number: 2129692900

*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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Jae Y. Kim

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	34089-036
NAME OF SUBMITTER:	Jae Y. Kim
SIGNATURE:	/Jae Y. Kim/
DATE SIGNED:	12/13/2021

**Total Attachments: 7**

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ASSIGNMENT FOR SECURITY - TRADEMARKS

December 13, 2021

WHEREAS, Rising Pharma Holdings, Inc., a Delaware corporation, Acetris Pharma Holdings, LLC, a Delaware limited liability company, and Casper Pharma LLC, a New Jersey limited liability company (collectively, the "Assignors") have adopted and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into a Pledge and Security Agreement, dated as of December 13, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"; all capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby pledge, assign and transfer to the Assignee and grant to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

In the event of any conflict between this Assignment for Security - Trademarks and the Security Agreement, the terms of the Security Agreement shall control.

This Assignment for Security - Trademarks may be executed in any number of counterparts and by different parties in separate 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

**CASPER PHARMA LLC  
ACETRIS PHARMA HOLDINGS, LLC  
RISING PHARMA HOLDINGS, INC.**

By: 

Name: Vimal Kavuru

Title: Chief Executive Officer

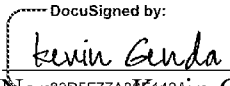
[Signature Page to Assignment for Security - Trademarks]

**TRADEMARK  
REEL: 007526 FRAME: 0859**

ASSIGNEE:



**BLUE TORCH FINANCE LLC,**  
as Collateral Agent

By: Blue Torch Capital LP, its managing member

By:  \_\_\_\_\_  
DocuSigned by:  
Name: **Kevin Genda**  
Title: **CEO**

SCHEDULE A

Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
CASPER PHARMA LLC	United States of America	CASPER PHARMA	86893024 5070199	02/01/2016	10/25/2016
CASPER PHARMA LLC	United States of America	 CASPER PHARMA	86893190 5070201	02/01/2016	10/25/2016
CASPER PHARMA LLC	United States of America	FEXMID	78957905 3327963	08/22/2006	10/30/2007
CASPER PHARMA LLC	United States of America	FURADANTIN	71621508 569968	11/21/1951	02/03/1953
CASPER PHARMA LLC	United States of America	HELIDAC	87624234 6136652	09/27/2017	08/25/2020
CASPER PHARMA LLC	United States of America	THALITONE <sup>1</sup>	73324538 1216341	08/18/1981	11/16/1982
CASPER PHARMA LLC	United States of America	 TRIGLIDE	78625791 3234816	05/09/2005	04/24/2007
CASPER PHARMA LLC	United States of America	TRIGLIDE	78555190 3091590	01/27/2005	05/09/2006

<sup>1</sup> Unreleased security agreements in favor of CREDIT SUISSE FIRST BOSTON under Reel/Frame Numbers 1759/0663, 1868/0407, 2933/0168.

CASPER PHARMA LLC	United States of America	ZYLOPRIM	72180834 773095	11/12/1963	07/14/1964
CASPER PHARMA LLC	United States of America	AQUASOL <sup>2</sup>	76371708 2671869	02/15/2002	01/07/2003
CASPER PHARMA LLC	United States of America	AQUASOL E <sup>3</sup>	72394538 942612	06/10/1971	09/12/1972
CASPER PHARMA LLC	United States of America	AQUASOL A <sup>4</sup>	72394539 942613	06/10/1971	09/12/1972
Rising Pharma Holdings, Inc.	United States of America		77186802 3568718	05/22/1007	01/27/2009
Rising Pharma Holdings, Inc.	United States of America	PROCTOZONE-HC	77188285 3384445	05/23/2007	02/19/2008
Rising Pharma Holdings, Inc.	United States of America	RISACAL-D	77532828 3613745	07/28/2008	04/28/2009
Rising Pharma Holdings, Inc.	United States of America		86519390 4817254	01/30/2015	09/22/2015
Rising Pharma Holdings, Inc.	United States of America	RISA QUAD	77186962 3558296	05/22/2007	01/06/2009

<sup>2</sup> Unreleased security agreements in favor of Bank of America under Reel/Frame number 2503/0866.

<sup>3</sup> Unreleased security agreements in favor of Bank of America under Reel/Frame numbers 2369/0579 and 2503/0866.

<sup>4</sup> Unreleased security agreements in favor of Bank of America under Reel/Frame numbers 2369/0579 and 2503/0866.



Rising Pharma Holdings, Inc.	United States of America	RISING	77186788 3604895	05/22/2007	04/14/2009
Rising Pharma Holdings, Inc.	United States of America	 RISING	77186796 3384438	05/22/2007	02/19/2008
Acetris Pharma Holdings, LLC	United States of America	LUCID PHARMA	86894749 5040522	02/02/2016	09/13/2016
Acetris Pharma Holdings, LLC	United States of America	 LUCID PHARMA	86894790 5040529	02/02/2016	09/13/2016
Rising Pharma Holdings, Inc.	United States of America	ACETRIS 	90231973	10/02/2020	

**Trademark Applications**

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Rising Pharma Holdings, Inc.	United States of America	Denta 5000 Plus	90677769	04/28/2021