

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM696139

|   |                                  |                          |                               |
|---|----------------------------------|--------------------------|-------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                   |                          |                               |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST     |                          |                               |
| <b>CONVEYING PARTY DATA</b>   |                                  |                          |                               |
| <b>Name</b>   | <b>Formerly</b>                  | <b>Execution Date</b>    | <b>Entity Type</b>            |
| ATHYRIUM OPPORTUNITIES II ACQUISITION LP  |                                  | 12/17/2021               | Limited Partnership: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                  |                          |                               |
| <b>Name:</b>  | ALCRESTA THERAPEUTICS, INC.      |                          |                               |
| <b>Street Address:</b>  | ONE NEWTON EXECUTIVE PARK        |                          |                               |
| <b>Internal Address:</b>  | Suite 100                        |                          |                               |
| <b>City:</b>  | Newton                           |                          |                               |
| <b>State/Country:</b>   | MASSACHUSETTS                    |                          |                               |
| <b>Postal Code:</b>   | 02462                            |                          |                               |
| <b>Entity Type:</b>   | Corporation: DELAWARE            |                          |                               |
| <b>PROPERTY NUMBERS Total: 10</b>   |                                  |                          |                               |
| <b>Property Type</b>  | <b>Number</b>                    | <b>Word Mark</b>         |                               |
| <b>Serial Number:</b>   | 85554028                         | ALCRESTA                 |                               |
| <b>Serial Number:</b>   | 86698948                         | ALCRESTA PHARMACEUTICALS |                               |
| <b>Serial Number:</b>   | 85805706                         | ALCRESTA WAND            |                               |
| <b>Serial Number:</b>   | 86698947                         |                          |                               |
| <b>Serial Number:</b>   | 86698951                         | EFIC                     |                               |
| <b>Serial Number:</b>   | 86698949                         | FULFILLING POTENTIAL     |                               |
| <b>Serial Number:</b>   | 85829579                         | ILIPASE                  |                               |
| <b>Serial Number:</b>   | 86001326                         | IPROTEASE                |                               |
| <b>Serial Number:</b>   | 85829580                         | MIXI-STICK               |                               |
| <b>Serial Number:</b>   | 86690981                         | RELIZORB                 |                               |
| <b>CORRESPONDENCE DATA</b>  |                                  |                          |                               |
| <b>Fax Number:</b>  |                                  |                          |                               |
| <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> |                                  |                          |                               |
| <b>Email:</b>   | akwon@cov.com                    |                          |                               |
| <b>Correspondent Name:</b>  | COVINGTON & BURLING LLP          |                          |                               |
| <b>Address Line 1:</b>  | ONE CITY CENTER, 850 TENTH ST NW |                          |                               |
| <b>Address Line 4:</b>  | WASHINGTON, D.C. 20001           |                          |                               |

CH \$265.00 85554028

|                                |                  |
|--------------------------------|------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 035857.00010     |
| <b>NAME OF SUBMITTER:</b>      | Ashley M. Kwon   |
| <b>SIGNATURE:</b>              | /Ashley M. Kwon/ |
| <b>DATE SIGNED:</b>            | 12/20/2021       |

**Total Attachments: 7**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made and effective as of December 17, 2021 and granted by ATHYRIUM OPPORTUNITIES II ACQUISITION LP (together with its Affiliates, successors, transferees and assignees, the “**Collateral Agent**”), as the collateral agent under the Securities Purchase Agreement referred to below, in favor of ALCRESTA THERAPEUTICS, INC. (f/k/a Alcresta, Inc.) (“**Alcresta Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated as of March 22, 2016 (as amended pursuant to that certain First Amendment to Securities Purchase Agreement, dated as of March 16, 2021, and as further amended, restated, amended and restated, modified or otherwise supplemented from time to time, the “**Securities Purchase Agreement**”), by and among the Alcresta Grantor, the subsidiaries of the Alcresta Grantor from time to time party thereto (together with Alcresta Grantor, the “**Grantors**”), the Collateral Agent, and the other Purchasers from time to time party thereto, the Grantors executed and delivered to the Collateral Agent (i) that certain Security Agreement, dated as of March 22, 2016 (the “**Security Agreement**”), by and among the Grantors and the Collateral Agent and (ii) that certain Notice of Grant of Security Interest in Trademarks, dated as of March 22, 2016, by the Alcresta Grantor in favor of the Collateral Agent (the “**Trademark Security Agreement**” and together with the Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, Alcresta Grantor pledged and granted to the Collateral Agent for its benefit a security interest in and to all of the right, title and interest of Alcresta Grantor in, to and under the trademarks, trademark licenses and trademark applications set forth on Schedule 1 attached thereto (the “**Trademark Collateral**”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5756, Frame 0153 on March 23, 2016; and

WHEREAS, the Collateral Agent wishes to provide a document evidencing the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

1. Release of Security Interest. The Collateral Agent, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Alcresta Grantor, and

reassigns to the Alcresta Grantor any and all right, title and interest that it may have, in, to and under the Trademark Collateral and all goodwill connected with the use of such Trademark Collateral (including the trademarks and trademark licenses listed on **Schedule 1** hereto).

2. Authorization. The Collateral Agent hereby authorizes and requests the United States Patent and Trademark Office and any other applicable government officer to record this Release.

3. Further Assurances. The Collateral Agent agrees, at the Alcresta Grantor's expense, to take all further actions, and provide to Alcresta Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Alcresta Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Execution in Counterparts. This Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument. Telecopied signatures hereto shall be of the same force and effect as an original of a manually signed copy.

4. Governing Law. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CHOICE OR CONFLICT OF LAW DOCTRINE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

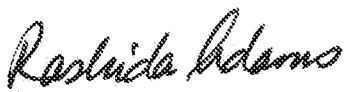
[Signature Page Follows]

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**ATHYRIUM OPPORTUNITIES II ACQUISITION LP,**

**BY: ATHYRIUM OPPORTUNITIES ASSOCIATES II LP, its General Partner**

**BY: ATHYRIUM GP HOLDINGS LLC, its General Partner**


By:   
Name: Rashida Adams  
Title: Authorized Signatory

*[Signature Page to Release of Security Interest in Trademarks]*

**TRADEMARK**  
**REEL: 007535 FRAME: 0886**

**SCHEDULE 1**

| <b>Trademark</b>                | <b>App. No.<br/>App. Date</b> | <b>(Class) Description of Goods</b>  |
|---------------------------------|-------------------------------|--|
| ALCRESTA                        | 85554028<br>2/27/2012         | (5) Medical nutritional formula, namely, formula for use as a nutritional supplement; infant formula; dietetic foods adapted for medical use; enzymes; dietary and nutritional supplements; pharmaceutical preparations for the treatment of nutritional, gastrointestinal, digestive, metabolic, urological, nephrology, endocrine, oncologic, rheumatologic, inflammatory, pediatric, elderly, immunologic, cardiovascular, dermatologic, hematologic, infectious, circulatory, surgery and wound healing, mental illness, pulmonary, muscular and respiratory diseases and disorders<br>(11) Filtering device for processing and converting medical nutritional formula |
| ALCRESTA<br>PHARMACEUTIC<br>ALS | 86698948<br>7/20/2015         | (5) Medical nutritional formula, namely, formula for use as a nutritional supplement; infant formula; dietetic foods adapted for medical use; enzymes; dietary and nutritional supplements; pharmaceutical preparations for the treatment of nutritional, gastrointestinal, digestive, metabolic, urological, nephrology, endocrine, oncologic, rheumatologic, inflammatory, pediatric, elderly, immunologic, cardiovascular, dermatologic, hematologic, infectious, circulatory, surgery and wound healing, mental illness, pulmonary, muscular and respiratory diseases and disorders (10) Filtering device for processing and converting medical nutritional formula    |
| ALCRESTA WAND                   | 85805706<br>12/18/2012        | (5) Medical nutritional formula, namely, formula for use as a nutritional supplement, dietary supplement and food supplement; infant formula; enzyme food supplements and enzymes for medical purposes; dietary and nutritional supplements; pharmaceutical preparations for the treatment of nutritional, gastrointestinal, digestive, metabolic, urological, nephrology, endocrine, oncologic, rheumatologic, inflammatory, pediatric, elderly, immunologic, cardiovascular, dermatologic, hematologic, infectious, circulatory, surgery and wound healing,  |

| Trademark  | App. No.<br>App. Date | (Class) Description of Goods   |
|--|-----------------------|--|
|  |                       | mental illness, pulmonary, muscular and respiratory diseases and disorders<br>(10) Filtering device for processing and converting medical nutritional formula  |
| Capstone Logo<br> | 86698947<br>7/20/2015 | (5) Medical nutritional formula, namely, formula for use as a nutritional supplement; infant formula; dietetic foods adapted for medical use; enzymes; dietary and nutritional supplements; pharmaceutical preparations for the treatment of nutritional, gastrointestinal, digestive, metabolic, urological, nephrology, endocrine, oncologic, rheumatologic, inflammatory, pediatric, elderly, immunologic, cardiovascular, dermatologic, hematologic, infectious, circulatory, surgery and wound healing, mental illness, pulmonary, muscular and respiratory diseases and disorders<br>(10) Filtering device for processing and converting medical nutritional formula |
| EFIC   | 86698951<br>7/20/2015 | (10) Medical device, namely a point-of-care enteral feeding product that is designed to fit in-line with enteral feed circuits to optimize fluid dynamics and hydrolytic efficiency of certain enzymes   |
| FULFILLING<br>POTENTIAL  | 86698949<br>7/20/2015 | (5) Medical nutritional formula, namely, formula for use as a nutritional supplement; infant formula; dietetic foods adapted for medical use; enzymes; dietary and nutritional supplements; pharmaceutical preparations for the treatment of nutritional, gastrointestinal, digestive, metabolic, urological, nephrology, endocrine, oncologic, rheumatologic, inflammatory, pediatric, elderly, immunologic, cardiovascular, dermatologic, hematologic, infectious, circulatory, surgery and wound healing, mental illness, pulmonary, muscular and respiratory diseases and disorders<br>(10) Filtering device for processing and converting medical nutritional formula |
| ILIPASE  | 85829579<br>1/22/2013 | (5) Medical nutritional formula, namely, formula for use as a nutritional supplement, dietary supplement and food supplement; infant formula; dietetic foods adapted for medical use; enzymes; dietary and nutritional supplements; pharmaceutical preparations for the treatment of nutritional, gastrointestinal,  |

| Trademark  | App. No.<br>App. Date | (Class) Description of Goods  |
|------------|-----------------------|---|
|            |                       | <p>digestive, metabolic, urological, nephrology, endocrine, oncologic, rheumatologic, inflammatory, pediatric, elderly, immunologic, cardiovascular, dermatologic, hematologic, infectious, circulatory, surgery and wound healing, mental illness, pulmonary, muscular and respiratory diseases and disorders</p> <p>(10) Filtering device for processing and converting medical nutritional formula</p>   |
| IPROTEASE  | 86001326<br>7/2/2013  | <p>(5) Medical nutritional formula; infant formula; enzyme food supplements and enzymes for medical purposes; dietary and nutritional supplements; pharmaceutical preparations for the treatment of nutritional, gastrointestinal, digestive, metabolic, urological, nephrology, endocrine, oncologic, rheumatologic, inflammatory, pediatric, elderly, immunologic, cardiovascular, dermatologic, hematologic, infectious, circulatory, surgery and wound healing, mental illness, pulmonary, muscular and respiratory diseases and disorders, all of the foregoing comprised in whole or significant part of protease</p> <p>(10) Filters for medical purposes, namely, for processing and converting medical nutritional formula before it is administered to patients</p> |
| MIXI-STICK | 85829580<br>1/22/2013 | <p>(5) Medical nutritional formula, namely, formula for use as a nutritional supplement, dietary supplement and food supplement; infant formula; enzyme food supplements and enzymes for medical purposes; dietary and nutritional supplements; pharmaceutical preparations for the treatment of nutritional, gastrointestinal, digestive, metabolic, urological, nephrology, endocrine, oncologic, rheumatologic, inflammatory, pediatric, elderly, immunologic, cardiovascular, dermatologic, hematologic, infectious, circulatory, surgery and wound healing, mental illness, pulmonary, muscular and respiratory diseases and disorders</p> <p>(10) Filtering device for processing and converting medical nutritional formula</p>  |
| RELIZORB   | 86690981<br>7/13/2015 | <p>(5) Medical nutritional formula, namely, formula for use as a nutritional supplement; infant formula;</p>  |



| Trademark | App. No.<br>App. Date | (Class) Description of Goods   |
|-----------|-----------------------|--|
|           |                       | <p>dietetic foods adapted for medical use; enzymes; dietary and nutritional supplements; pharmaceutical preparations for the treatment of nutritional, gastrointestinal, digestive, metabolic, urological, nephrology, endocrine, oncologic, rheumatologic, inflammatory, pediatric, elderly, immunologic, cardiovascular, dermatologic, hematologic, infectious, circulatory, surgery and wound healing, mental illness, pulmonary, muscular and respiratory diseases and disorders</p> <p>(10) Filters for medical purposes, namely, for processing and converting medical nutritional formula</p> |