

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM697485

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZEALAND PHARMA A/S		12/13/2021	Joint Stock Company: DENMARK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZOO LANDER SA LLC		
<b>Street Address:</b>	1700 Broadway, 37th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5597662	ZEALAND PHARMA A/S	
<b>Registration Number:</b>	6443757	ZEAL&	
<b>Registration Number:</b>	5288636	HYPOPAL	
<b>Registration Number:</b>	6162830	RTUGLU	
<b>Registration Number:</b>	4125819	V-GO	
<b>Registration Number:</b>	4105936	V-GO DISPOSABLE INSULIN DELIVERY	
<b>Registration Number:</b>	4491871	V-GO LIFE	
<b>Registration Number:</b>	6131273	V-GO CARES	
<b>Registration Number:</b>	6131274	VGO CARES	
<b>Serial Number:</b>	90693713	V-GO	
<b>Serial Number:</b>	90693709	V-GO WEARABLE INSULIN DELIVERY	
<b>Serial Number:</b>	90695982	Z ZEGALOGUE	
<b>Serial Number:</b>	90695942	Z ZEGALOGUE	
<b>Serial Number:</b>	90879111	C ZEALAND PHARMA CONNECTEDCARE	
<b>Serial Number:</b>	90879126	C ZEALAND PHARMA CONNECTEDCARE	
<b>Serial Number:</b>	90144485	ZEAL & ZEALAND PHARMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508497400		

CH \$415.00 5597662

**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:** 6508435780  
**Email:** kceron@cooley.com  
**Correspondent Name:** Karla Ceron  
**Address Line 1:** 3175 Hanover Street  
**Address Line 4:** Palo Alto, CALIFORNIA 94304-1130

<b>ATTORNEY DOCKET NUMBER:</b>	324988.124
<b>NAME OF SUBMITTER:</b>	Karla Ceron
<b>SIGNATURE:</b>	/karla ceron/
<b>DATE SIGNED:</b>	12/23/2021

**Total Attachments: 8**

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source=Oberland\_Zealand - Trademark Security Agreement [Executed]#page8.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of December 13, 2021 (this “*Trademark Security Agreement*”) by and between ZOO LANDER SA LLC, a Delaware limited liability company, as collateral agent for the Purchasers (as defined below) (in such capacity, “*Agent*”), ZEALAND PHARMA US, INC., a Delaware corporation (“*Issuer*”), and ZEALAND PHARMA A/S, a joint stock company organized under the laws of Denmark (“*Grantor*”).

RECITALS

A. The Purchasers have agreed to purchase notes (the “*Notes*”) from Issuer, a wholly-owned subsidiary of Grantor, in the amounts and manner set forth in that certain Note Purchase Agreement by and among the several purchasers of Notes from time to time parties thereto (collectively, referred to as the “*Purchasers*”), Issuer, Agent, Grantor and the other Obligors party thereto, dated as of the date hereof (as the same may be amended, restated, amended and restated, modified or supplemented from time to time, the “*Note Purchase Agreement*”; capitalized terms used herein are used as defined in the Note Purchase Agreement).

B. The Purchasers are willing to purchase Notes from Issuer, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Trademarks to secure the obligations of Issuer and Grantor under the Note Purchase Agreement and the other Note Documents.

C. Pursuant to the terms of the Note Purchase Agreement, Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Note Purchase Agreement and the other Note Documents, Grantor grants and pledges to Agent a security interest in all of Grantor’s right, title and interest in, to and under its Trademarks (including without limitation those Trademarks listed on Exhibit A hereto), and including without limitation all proceeds thereof, all service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office, and all renewals thereof, as well as any unregistered trademarks and service marks used by Grantor, and all goodwill connected with the use thereof and symbolized thereby (collectively, the “*Trademark Collateral*”). Notwithstanding the foregoing, the “*Trademark Collateral*” shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

This security interest is granted in conjunction with the security interest granted to Agent under the Note Purchase Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement and the other Note Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Grantor does hereby

acknowledge and affirm that the rights and remedies of Agent with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Note Purchase Agreement, the terms and conditions of which are incorporated by reference herein as if fully set forth herein. For the avoidance of doubt, in the event of any conflict between the terms and conditions hereof and thereof, the terms and conditions of the Note Purchase Agreement will control. Each right, power and remedy of Agent provided for herein or in the Note Purchase Agreement or any of the Note Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Note Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

This Trademark Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ZEALAND PHARMA A/S

DocuSigned by:  
*Emmanuel Dulac*

By: \_\_\_\_\_  
3C7A922470144AA

Name: Emmanuel Dulac

Title: Chief Executive Officer and President

AGENT:

ZOOLANDER SA LLC

*David Dubinsky*

By: \_\_\_\_\_

Name: David Dubinsky

Title: Authorized Signatory

EXHIBIT A

Trademarks

Title	Figure	Country	Application No	Registration No
Zealand Pharma A/S		Denmark	VA 2002 01059	VR 2002 01525
Zealand Pharma A/S		European Trademark-CTM	008551046	008551046
Zealand Pharma A/S		United Kingdom	008551046	UK00908551046
Zealand Pharma A/S		United States of America	86/842067	5597662
SIP		European Trademark-CTM	006566269	006566269
SIP		United Kingdom	006566269	UK00906566269
ZEAL&		Denmark	2026573	VR 2013 02309
ZEAL&		European Trademark-CTM	014784508	014784508
ZEAL&		United Kingdom	014784508	UK00914784508
ZEAL&		United States of America	86/841976	6443757
Hypozeal		European Trademark-CTM	012871521	012871521
Hypozeal		United Kingdom	012871521	UK00912871521
HYPOPAL		China	44437689	44437689
HYPOPAL 海珀魄™ (HAI PO PO)		China	44567878	44567878
HypoPal		European Trademark-CTM	014447981	014447981
HypoPal		United Kingdom	014447981	UK00914447981
HypoPal		Japan	2018-018655	6146127
ハイポパル		Japan	2018-018656	6146128
HypoPal		United States of America	86/896159	5288636
ZEAL& Zealand Pharma		European Trademark-CTM	016551004	016551004
ZEAL& Zealand Pharma		United Kingdom	016551004	UK00916551004
ZEAL& Zealand Pharma		United States of America	90/144485	

JepSee		Denmark	VA201800422	VR 2018 01385
JepSee		Denmark	VA201800423	VR 2018 01386
HypoPal Jr		Denmark	VA 2018 00525	VR 2018 01461
ZEAL&HypoPen 1		Denmark	VA 2018 01046	VR 2018 02251
ZEAL&HypoPen 1		European Trademark-CTM	018129593	018129593
ZEAL&HypoPen 1		United Kingdom	018129593	UK00918129593
ZEAL&HypoPen 2		Denmark	VA 2018 01047	VR 2018 02249
Zealand Pharma HypoPen		Denmark	VA 2018 01048	VR 2018 02250
REDASCUE		Australia	MP 2019 00221	1507562, AU2060463
REDASCUE		China	MP 2019 00221	1507562
REDASCUE		Denmark	VA 2018 01576	VR 2018 01886
REDASCUE		European Trademark-CTM	MP 2019 00221	1507562
REDASCUE		United Kingdom	MP 2019 00221	UK00801507562
REDASCUE		New Zealand	MP 2019 00221	1138111
REDASCUE		United States of America	MP 2019 00221, USSN 79275811	6202760
REDASCUE		International Trademark- Madrid	MP 2019 00221	1507562
REZOQUE		Australia	MP 2019 00220	1507801, AU 2061653
REZOQUE		Canada	MP 2019 00220	
REZOQUE		China	MP 2019 00220	1507801
REZOQUE		Denmark	VA 2018 01577	VR 2019 00218
REZOQUE		European Trademark-CTM	MP 2019 00220	1507801
REZOQUE		United Kingdom	MP 2019 00220	UK00801507801
REZOQUE		New Zealand	MP 2019 00220	1138377
REZOQUE		International Trademark- Madrid	MP 2019 00220	1507801
RTUGLU		Denmark	VA 2018 01578	VR 2018 01887
RTUGLU		European Trademark-CTM	018129576	018129576



RTUGLU		United Kingdom	018129576	UK00918129576
RTUGLU		United States of America	88/820613	6162830
DAIZOLUTE		Denmark	VA 2018 01579	VR 2019 00219
ZEGALOGUE		Australia	MP 2019 00016	1 461 582
ZEGALOGUE		China	MP 2019 00016	1 461 582
ZEGALOGUE		Denmark	VA 2018 01580	VR 2018 01888
ZEGALOGUE		European Trademark-CTM	MP 2019 00016	1 461 582
ZEGALOGUE		United Kingdom	MP 2019 00016	UK00801461582
ZEGALOGUE		Japan	MP 2019 00016	1461582, JPO No 2019-356141
ZEGALOGUE		New Zealand	MP 2019 00016	1118855
ZEGALOGUE		United States of America	79256691	5905935
ZEGALOGUE		International Trademark-Madrid	MP 2019 00016	1 461 582
DASYMZA		Australia	MP 2019 00015	1461602
DASYMZA		China	MP 2019 00015	1 461 602
DASYMZA		Denmark	VA 2018 01581	VR 2018 02005
DASYMZA		European Trademark-CTM	MP 2019 00015	1 461 602
DASYMZA		United Kingdom	MP 2019 00015	UK00801461602
DASYMZA		New Zealand	MP 2019 00015	1118856
DASYMZA		International Trademark-Madrid	MP 2019 00015	1 461 602
ZEALAND HYPOPEN		European Trademark-CTM	018146771	018146771
ZEALAND HYPOPEN		United Kingdom	018146771	UK00918146771
YOUglycemia		Denmark	VA 2019 02424	VR 2020 01550
HYPOZEAL		European Trademark-CTM	018192629	018192629
HYPOZEAL		United Kingdom	018192629	UK00918192629
V-GO		Japan	1130842	1130842
V-GO		Australia	1130842	1130842
V-GO		Bahrain	1130842	1130842
V-GO		Brazil	840260458	840260458
V-GO		Canada	1587483	TMA897,669
V-GO		Switzerland	1130842	1130842
V-GO		China	1130842	1130842
V-GO		European Trademark-CTM	1130842	1130842
V-GO		United Kingdom	1130842	1130842
V-GO		United Kingdom	1130842	UK00801130842
V-GO		Hong Kong	302324475	302324475
V-GO		Israel	1130842	1130842
V-GO		India	2370294	2370294
V-GO		Japan	53700/2013	5654250
V-GO		Korea (South)	1130842	1130842

V-GO		Mexico	1547240	1604677
V-GO		Norway	1130842	1130842
V-GO		Oman	1130842	1130842
V-GO		Russian Federation	1130842	1130842
V-GO		Singapore	1130842	1130842
V-GO		Turkey	1130842	1130842
V-GO		Taiwan	101041558	01570123
V-GO		United States of America	77/752694	4125819
V-GO		International Trademark-Madrid	1130842	1130842
V-GO		South Africa	2012/21399	2012/21399
V-GO DISPOSABLE INSULIN DELIVERY		United States of America	77/752697	4105936
V-GO LIFE		United States of America	85/666487	4491871
V-GO CARES		United States of America	88/391482	6131273
VGO CARES		United States of America	88/391483	6131274
ZEALAND PHARMA		European Trademark-CTM	018292410	018292410
ZEALAND PHARMA		United Kingdom	UK00003574356	UK00003574356
RTUGON		Denmark	VA 2020 02131	VR 2021 00362
HypoPal		European Trademark-CTM	018357706	018357706
HypoPal		United Kingdom	UK00003642878	3642878
V-GO logo		United States of America	90693713	
V-GO Wearable Insulin Delivery		United States of America	90693709	
Z logo (top)		United States of America	90695982	
Z logo (left)		United States of America	90695942	
ConnectedCare (top)		United States of America	90879111	
ConnectedCare (right)		United States of America	90879126	