

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM707334

<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>
Neos Therapeutics, LP		01/26/2022	Limited Partnership:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVENUE VENTURE OPPORTUNITIES FUND II, L.P.		
<b>Street Address:</b>	11 West 42nd Street, 9th Floor		
<b>Internal Address:</b>	Attn: Todd Greenbarg		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85949275	ADZENYS	
<b>Serial Number:</b>	85947902	NEOS THERAPEUTICS	
<b>Serial Number:</b>	78671915	DYNAMIC TIME RELEASE SUSPENSION	
<b>Serial Number:</b>	78671913	DTRS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6167423999		
<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>Phone:</b>	6167423945		
<b>Email:</b>	hkooy@btlaw.com		
<b>Correspondent Name:</b>	Barnes & Thornburg LLP		
<b>Address Line 1:</b>	655 West Broadway, Suite 1300		
<b>Address Line 2:</b>	Hillary Kooy		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>ATTORNEY DOCKET NUMBER:</b>	82485.12		
<b>NAME OF SUBMITTER:</b>	Hillary Kooy		
<b>SIGNATURE:</b>	/Hillary Kooy/		
<b>DATE SIGNED:</b>	02/09/2022		

OP \$115.00 85949275

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 26, 2022 (the "**Agreement**") between **AVENUE VENTURE OPPORTUNITIES FUND, L.P.** ("**Lender**") and **NEOS THERAPEUTICS, LP**, a Texas limited partnership ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of January 26, 2022 (as amended from time to time, the "**Loan Agreement**"), between Lender, **AVENUE VENTURE OPPORTUNITIES FUND II, L.P.**, Grantor, and the other Borrowers party thereto. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity; provided that such rights and remedies are subject to any applicable limitations arising under Article 9 of the Uniform Commercial Code. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies; provided that such rights, powers, and remedies are subject to any applicable limitations arising under Article 9 of the Uniform Commercial Code.

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

**GRANTOR:**

NEOS THERAPEUTICS, LP, a Texas limited partnership

By: Joshua Disbrow

Name: Joshua Disbrow

Title: Chief Executive Officer

Address for Notices:

Attn: Mark Oki, CFO  
373 Inverness Parkway, Suite 206,  
Englewood, CO 80112

**LENDER:**

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

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

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg  
11 West 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10036  
Tel: (212) 878-3523

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

**GRANTOR:**

NEOS THERAPEUTICS, LP, a Texas limited partnership

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

Name: Joshua Disbrow

Title: Chief Executive Officer

Address for Notices:

Attn: Mark Oki, CFO  
373 Inverness Parkway, Suite 206,  
Englewood, CO 80112

**LENDER:**

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

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

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg  
11 West 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10036  
Tel: (212) 878-3523

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

	<u>Mark / Title</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
1.	ADZENYS	85949275	5045871		Jun. 03, 2013
2.	NEOS THERAPEUTICS	85947902	5281476		May 31, 2013
3.	DYNAMIC TIME RELEASE SUSPENSION	78671915	3514100		Jul. 16, 2005
4.	DTRS	78671913	3514099		Jul. 16, 2005



**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

	<u>Status</u>	<u>Application Serial Number:</u>	<u>Patent Number:</u>
1.	Active	16/346850	US11166947
2.	Active	12/717251	US8840924
3.	Active	13/844537	US9017731
4.	Active	14/045671	US9522120
5.	Active	13/844555	US9839619
6.	Active	14/661639	US9265737
7.	Active	13/844584	US9072680
8.	Active	13/947907	US9089496
9.	Active	12/130762	US8313770
10.	Active	13/904739	US9057675
11.	Active	13/947881	US8709491
12.	Active	12/985340	US8470375
13.	Active	13/490697	US8512759
14.	Active	11/068124	US8318210