

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM707336

<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>
Novalere, Inc.		01/26/2022	Corporation:
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88355874	NOVALERE	
<b>Serial Number:</b>	86224631	NOVALERE	
<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>NAME OF SUBMITTER:</b>	Hillary Kooy		
<b>SIGNATURE:</b>	/Hillary Kooy/		
<b>DATE SIGNED:</b>	02/09/2022		
<b>Total Attachments: 7</b>			
source=06. Avenue - Aytu - IP Security Agreement Novalere Inc. EXECUTED (1.2022)#page1.tif			
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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 **NOVALERE, INC.**, a Delaware corporation ("**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:**

**NOVALERE, INC.**, a Delaware corporation

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

**GRANTOR:**

**NOVALERE, INC.**, a Delaware corporation

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

Name: Joshua Disbrow

Title: Chief Executive Officer

Address for Notices:

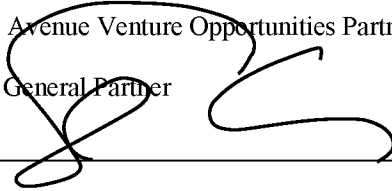
Attn: Mark Oki, CFO  
373 Inverness Parkway, Suite 206,  
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**LENDER:**

**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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**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.	NOVALERE	88355874	5883646		MAR. 25, 2019
2.	NOVALERE	86224631	4620829		MAR. 18, 2014



**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>