TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM713550

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cosette Pharmaceuticals, Inc.		01/03/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Hayfin Services LLP, as Administrative Agent	
Street Address:	One Eagle Place	
City:	London	
State/Country:	ENGLAND	
Postal Code:	SW1YAF	
Entity Type:	Limited Liability Partnership: UNITED KINGDOM	

PROPERTY NUMBERS Total: 24

9	2579509	FVOVAC
Posistration Numbers 3		EVOXAC
negistration Number:	3736042	EVOXAC
Registration Number: 2	2687164	BENICAR
Registration Number: 2	2798559	BENICAR
Registration Number: 2	2782636	BENICAR
Registration Number: 2	2867773	BENICAR HCT
Registration Number: 2	2928799	BENICAR HCT
Registration Number: 3	3423793	AZOR TABLETS
Registration Number: 3	3423794	AZOR TABLETS
Registration Number: 3	3442606	AZOR
Registration Number: 3	3982012	TRIBENZOR
Registration Number:	4142005	TRIBENZOR
Registration Number: 3	3694272	EFFIENT
Registration Number: 3	3689940	EFFIENT
Registration Number: 4	4289294	
Registration Number:	4006946	ESSTENTIAL HABITS
Registration Number: 2	2493507	WELCHOL
Registration Number: 3	3473865	WELCHOL
Registration Number: 3	3122563	WELCHOL

TRADEMARK REEL: 007656 FRAME: 0227

900680649

Property Type	Number	Word Mark	
Registration Number:	4020035	WELCHOL (COLESEVELAM HCL) FOR ORAL SUSPE	
Registration Number:	4020034	WELCHOL (COLESEVELAM HCI) FOR ORAL SUSPE	
Registration Number:	3454818	WELCHOL TABLETS (COLESEVELAM HCL)	
Registration Number:	3454817	WELCHOL TABLETS (COLESEVELAM HCL)	
Registration Number:	2539803	WELCHOL TABLETS (COLESEVELAM HCL)	

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	33858.003	
NAME OF SUBMITTER:	Christine Slattery	
SIGNATURE:	/Christine Slattery/	
DATE SIGNED:	03/10/2022	

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

January 3, 2022

TRADEMARK SECURITY AGREEMENT, dated as of the date hereof (this "<u>Agreement</u>"), by COSETTE PHARMACEUTICALS, INC., a Delaware corporation (the "<u>Grantor</u>"), in favor of HAYFIN SERVICES LLP, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the "<u>Administrative Agent</u>"), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of October 25, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. <u>Grant of Security Interest</u>. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including without limitation, those Trademarks listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Agreement.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COSETTE PHARMACEUTICALS, INC.

By:

Name: Serge Ilin-Schneider

Title: Secretary

[TRADEMARK SECURITY AGREEMENT]

HAYFIN SERVICES LLP,

as Administrative Agent

By:

Name: Erica Hughes

Title: Authorised Signatory

Schedule I

Trademark Registrations and Applications

Trademarks	Registration No.	Registration Date
EVOXAC	2579509	13-Jun-2002
Evoxac and DESIGN (colored)	3736042	12-Jan-2010
BENICAR	2687164	11-Feb-2003
Benicarand DESIGN Benicar	2798559	23-Dec-2003
Benicar and DESIGN (colored)	2782636	11-Nov-2003
BENICAR HCT	2867773	27-Jul-2004
Benicar HCT (Colored)	2928799	01-Mar-2005
AZOR Tablets (& Design)	3423793	06-May-2008
AZOR Tablets (& Design) (colored)	3423794	06-May-2008
AZOR	3442606	03-Jun-2008

Trademarks	Registration No.	Registration Date
TRIBENZOR (standard characters)	3982012	21-Jun-2011
TRIBENZOR and DESIGN (colored)		
	4142005	15-May-2012
EFFIENT (standard characters)	3694272	06-Oct-2009
EFFIENT and DESIGN		
E Effient	3689940	29-Sep-2009
(EFFIENT TABLET DESIGN)		
	4289294	12-Feb-2013
ESSTENTIAL HABITS	4006946	02-Aug-2011
WELCHOL	2493507	25-Sep-2001
WELCHOL (standard characters)	3473865	Jul. 22, 2008
WELCHOL (standard characters)	3122563	Aug. 01, 2006
Welchol (colesevelam HCL) For Oral Suspension and DESIGN		
Welchol	4020035	30-Aug-2011
Welchol (colesevelam HCL) For Oral Suspension and DESIGN (colored)	4020034	30-Aug-2011

Trademarks	Registration No.	Registration Date
Welchol TABLETS (colesevelam HCL) and DESIGN		
CNelchöl coleaned	3454818	24-Jun-2008
Welchol TABLETS (colesevelam HCL) and DESIGN (colored)		
Circles	3454817	24-Jun-2008
Welchol TABLETS (colesevelam HCL) and DESIGN		
COLESCULIAM HOI)	2539803	19-Feb-2002

RECORDED: 03/10/2022