# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM714125

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Brief from First Lien to Second Lien previously recorded on Reel 007638 Frame 0875. Assignor(s) hereby confirms the Security Interest.

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Covis Pharma GmbH		02/18/2022	Corporation: SWITZERLAND

## **RECEIVING PARTY DATA**

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Private Limited Company: UNITED KINGDOM

## **PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Serial Number:	78236828	ALTOPREV
Serial Number:	77074621	ALVESCO
Serial Number:	78282980	ALVESCO
Serial Number:	73701175	BETAPACE
Serial Number:	75817196	BETAPACE AF
Serial Number:	85500624	COVIS
Serial Number:	85463181	COVIS PHARMA
Serial Number:	77635826	
Serial Number:	78949782	OMNARIS
Serial Number:	74451450	RILUTEK
Serial Number:	74322049	SULAR
Serial Number:	77790189	ZETONNA
Serial Number:	75186534	ZANAFLEX
Serial Number:	78713378	ZANAFLEX CAPSULES
Serial Number:	86035599	A
Serial Number:	86702064	A AMAG ASSIST
Serial Number:	77159921	AMAG PHARMACEUTICALS
Serial Number:	77980168	AMAG PHARMACEUTICALS
		TRADEMARK

TRADEMARK

REEL: 007659 FRAME: 0555

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Property Type	Number	Word Mark
Serial Number:	86035596	AMAG PHARMACEUTICALS
Serial Number:	77368571	FERAHEME
Serial Number:	85968862	FERAHEME FERUMOXYTOL INJECTION
Serial Number:	85187580	MAKENA
Serial Number:	85204158	MAKENA CARE CONNECTION
Serial Number:	87864276	
Serial Number:	86538701	MY ADHERENCE PROGRAM
Serial Number:	87025917	MY ADHERENCE PROGRAM

#### **CORRESPONDENCE DATA**

**Fax Number:** 2127514864

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:** 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	039269-0757
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	03/14/2022

#### **Total Attachments: 8**

source=CORRECTION Covis 2L - Notice of Grant of Security Interest (Second Lien) in TMs 02.18.2022 at RF 7638-0875#page1.tif

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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM709330

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (FIRST LIEN)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Covis Pharma GmbH		02/18/2022	Corporation: SWITZERLAND

### **RECEIVING PARTY DATA**

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Private Limited Company: UNITED KINGDOM

### **PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Serial Number:	78236828	ALTOPREV
Serial Number:	77074621	ALVESCO
Serial Number:	78282980	ALVESCO
Serial Number:	73701175	BETAPACE
Serial Number:	75817196	BETAPACE AF
Serial Number:	85500624	COVIS
Serial Number:	85463181	COVIS PHARMA
Serial Number:	77635826	
Serial Number:	78949782	OMNARIS
Serial Number:	74451450	RILUTEK
Serial Number:	74322049	SULAR
Serial Number:	77790189	ZETONNA
Serial Number:	75186534	ZANAFLEX
Serial Number:	78713378	ZANAFLEX CAPSULES
Serial Number:	86035599	A
Serial Number:	86702064	A AMAG ASSIST
Serial Number:	77159921	AMAG PHARMACEUTICALS
Serial Number:	77980168	AMAG PHARMACEUTICALS
Serial Number:	86035596	AMAG PHARMACEUTICALS
	•	TRADEMARK

REEL: 007659 FRAME: 0557

### Notice of Grant of Security Interest in Intellectual Property (Second Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN), dated as of February 18, 2022 (this "*Notice*"), made by COVIS PHARMA GMBH, a company incorporated under the laws of Switzerland, with its registered seat in Zug at Grafenauweg 12, 6301 Zug, Switzerland registered under number CHE 403-495-189 (the "*Pledgor*"), in favor of BARCLAYS BANK PLC, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (Second Lien), dated as of February 18, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among COVIS US FINCO, LLC, a Delaware limited liability company (the "Co-Borrower"), each U.S. Subsidiary Loan Party and Specified Pledgor identified therein and Barclays Bank PLC, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "*Trademark Collateral*"):

all Trademarks of the United States of America, including those listed on <u>Schedule</u> I;

provided, however, that no security interest shall be pledged or granted in any "intent-to-use" (or similar) Trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051 or any corresponding law of any applicable jurisdiction, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act (or the applicable counterpart under the laws of the applicable jurisdiction) has been filed, to the extent, if any, and solely during the period, if any, in which the pledge or grant of a security interest therein would impair the validity or enforceability of any such intent-to-use (or similar) Trademark application or any registration issuing from such application under applicable law.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of

any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Notice and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

# COVIS PHARMA GMBH

Name: Fabi

Title: Chairman of the Managers

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

BARCLAYS BANK PLC, as Collateral Agent,

By:

Name: Ronnie Glenn

Title: Director

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

Schedule I to Notice of Grant of Security Interest (Second Lien) in Trademarks

Trademarks Owned by Covis Pharma GmbH

COVIS PHARMA GMBH	Registered	10-FEB-2009 1866694 13-DEC-1994	10-AUG-2006 74451450 26-OCT-1993	United States	RILUTEK
COVIS PHARMA GMBH	Registered	3574160	78949782	United States	OMNARIS
COVIS PHARMA GMBH	Registered	3650673 07-JUL-2009	77635826 18-DEC-2008	United States	Design Only
COVIS PHARMA GMBH	Registered	4193537 21-AUG-2012	85463181 03-NOV-2011	United States	COVIS PHARMA
COVIS PHARMA GMBH	Registered	4756220 16-JUN-2015	85500624 21-DEC-2011	United States	COVIS
COVIS PHARMA GMBH	Registered	2711659 29-APR-2003	75817196 06-OCT-1999	United States	BETAPACE AF
COVIS PHARMA GMBH	Registered	1504551 20-SEP-1988	73701175 15-DEC-1987	United States	BETAPACE
COVIS PHARMA GMBH	Registered	2860362 06-JUL-2004	78282980 04-AUG-2003	United States	ALVESCO
COVIS PHARMA GMBH	Registered	3573087 10-FEB-2009	77074621 02-JAN-2007	United States	ALVESCO
COVIS PHARMA GMBH	Registered	2911749 14-DEC-2004	78236828 11-APR-2003	United States	ALTOPREV
Owner	Status	Reg. No./ Reg. Date	Serial No./ Filing Date	Country	Mark

		Serial No./	Reg No./		
Mark	Country	Filing Date	Reg. Date	Status	Owner
SULAR	United States	74322049 13-OCT-1992	1939088 05-DEC-1995	Registered	COVIS PHARMA GMBH
ZETONNA	United States	77790189 27-JUL-2009	4206289 11-SEP-2012	Registered	COVIS PHARMA GMBH
ZANAFLEX Zana <i>flex</i>	United States	75186534 15-OCT-1996	2383531 05-SEP-2000	Registered	COVIS PHARMA GMBH
ZANAFLEX CAPSULES	United States	78713378 15-SEP-2005	3341341 20-NOV-2007	Registered	COVIS PHARMA GMBH
A logo	United States	86035599 12-AUG-2013	5186751 18-APR-2017	Registered	COVIS PHARMA GMBH
AMAG ASSIST logo	United States	86702064 23-JUL-2015	5191928 25-APR-2017	Registered	COVIS PHARMA GMBH
AMAG PHARMACEUTICALS	United States	77159921 18-APR-2007	4002635 26-JUL-2011	Registered	COVIS PHARMA GMBH
AMAG PHARMACEUTICALS	United States	77980168 18-APR-2007	3949095 19-APR-2011	Registered	COVIS PHARMA GMBH
AMAG PHARMACEUTICALS logo	United States	86035596 12-AUG-2013	5171813 28-MAR-2017	Registered	COVIS PHARMA GMBH
FERAHEME	United States	77368571 10-JAN-2008	3706009 03-NOV-2009	Registered	COVIS PHARMA GMBH
FERAHEME FERUMOXYTOL INJECTION logo	United States	85968862 25-JUN-2013	4509702 08-APR-2014	Registered	COVIS PHARMA GMBH
MAKENA	United States	85187580 30-NOV-2010	4046878 25-OCT-2011	Registered	COVIS PHARMA GMBH
MAKENA CARE CONNECTION	United States	85204158 22-DEC-2010	4151045 29-MAY-2012	Registered	COVIS PHARMA GMBH
MCC HEART LOGO	United States	87864276 05-APR-2018	5611101 20-NOV-2018	Registered	COVIS PHARMA GMBH
MY ADHERENCE PROGRAM	United States	86538701 18-FEB-2015	5142315 14-FEB-2017	Registered	COVIS PHARMA GMBH

TRADEMARK REEL: 007659 FRAME: 0564

**RECORDED: 03/14/2022**