

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COSETTE PHARMACEUTICALS, INC.		03/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, N.A., ADMINISTRATIVE AGENT		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2579509	EVOXAC	
Registration Number:	3736042	EVOXAC	
Registration Number:	2687164	BENICAR	
Registration Number:	2798559	BENICAR	
Registration Number:	2782636	BENICAR	
Registration Number:	2867773	BENICAR HCT	
Registration Number:	2928799	BENICAR HCT	
Registration Number:	3423793	AZOR TABLETS	
Registration Number:	3423794	AZOR TABLETS	
Registration Number:	3442606	AZOR	
Registration Number:	3982012	TRIBENZOR	
Registration Number:	4142005	TRIBENZOR	
Registration Number:	3694272	EFFIENT	
Registration Number:	3689940	EFFIENT	
Registration Number:	4289294		
Registration Number:	4006946	ESSTENTIAL HABITS	
Registration Number:	2493507	WELCHOL	
Registration Number:	3473865	WELCHOL	
Registration Number:	3122563	WELCHOL	

OP \$615.00 2579509

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: 4044435599

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: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1230 Peachtree Street, Suite 2100

Address Line 2: McGuireWoods LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	Cosette 2029724.1379
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	/Carol Fraser//
DATE SIGNED:	03/16/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 15, 2022, by and among Cosette Pharmaceuticals, Inc., a Delaware corporation (“Grantor”) and Wells Fargo Bank, N.A., in its capacity as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”).

WITNESSETH:

WHEREAS, Grantor is a party to that certain Guarantee and Collateral Agreement, dated as of February 26, 2019 (as amended by that certain First Amendment to ABL Credit Agreement and First Amendment to Guarantee and Collateral Agreement, dated as of October 25, 2019, and as further amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Guarantee and Collateral Agreement”), in favor of the Administrative Agent pursuant to which Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all Intellectual Property owned by Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Administrative Agent for itself and the ratable benefit of the Secured Parties a continuing Lien on and security interest in and to all of its right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, which includes Grantor’s rights to: (a) the Trademarks of Grantor, including but not limited to those listed on Schedule I attached hereto and all goodwill associated therewith (excluding any “intent-to-use” trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal Law); (b) the right to obtain all renewals thereof; and (c) all income, royalties, products and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof, in each case, other than any Excluded Assets (collectively, the “Trademark Collateral”).

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, neither the Administrative Agent nor any Lender shall have any responsibility for the maintenance, prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks that are subject to a security interest hereunder.

SECTION 5. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

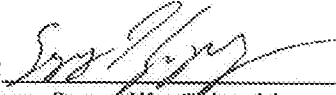
SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. RECORDING. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COSETTE PHARMACEUTICALS, INC.

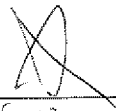
By: 
Name: Serge Ilin-Schneider
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007661 FRAME: 0687

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COSETTE PHARMACEUTICALS, INC.

By: 
Name: JONAS SONG
Title: AUTHORIZED SIGNATORY





SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

TRADEMARK REGISTRATIONS:

Trademarks	Registration No.	Registration Date
EVOXAC	2579509	13-Jun-2002
Evoxac and DESIGN (colored) 	3736042	12-Jan-2010
BENICAR	2687164	11-Feb-2003
Benicar and DESIGN 	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

Trademarks	Registration No.	Registration Date
AZOR	3442606	03-Jun-2008
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 	3689940	29-Sep-2009
(EFFIENT TABLET DESIGN) 	4289294	12-Feb-2013
ESSENTIAL 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 	4020035	30-Aug-2011

Trademarks	Registration No.	Registration Date
Welchol (coesevelam HCL) For Oral Suspension and DESIGN (colored) 	4020034	30-Aug-2011
Welchol TABLETS (coesevelam HCL) and DESIGN 	3454818	24-Jun-2008
Welchol TABLETS (coesevelam HCL) and DESIGN (colored) 	3454817	24-Jun-2008
Welchol TABLETS (coesevelam HCL) and DESIGN 	2539803	19-Feb-2002