

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPEL NEUROPHARMA, INC.		03/17/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC		
Street Address:	333 S. Grand Avenue, 28th Fl.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5246085	IMPEL	
Registration Number:	5246088		
Registration Number:	5425969	POD	
Serial Number:	90885069	TRUDHESA	
Serial Number:	88578186	TRUDHESA	
Serial Number:	88768014		
Serial Number:	88578191	TULIFTA	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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>			
Phone:	(212) 558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
ATTORNEY DOCKET NUMBER:	018392/00102 (RAD)		
NAME OF SUBMITTER:	RAFFAELE A. DEMARCO		
SIGNATURE:	/RAFFAELE A. DEMARCO/		

OP \$190.00 5246085

DATE SIGNED:	03/17/2022
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Total Attachments: 7

- source=(4) Impel - Trademark Security Agreement (Credit Agreement) (Executed)#page1.tif
- source=(4) Impel - Trademark Security Agreement (Credit Agreement) (Executed)#page2.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2022 (“**Trademark Security Agreement**”), made by each of the signatories hereto (the “**Trademark Grantors**”), is in favor of Oaktree Fund Administration, LLC, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as of March 17, 2022 (the “**Security Agreement**”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all Intellectual Property Collateral now owned or at any time hereafter acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations, including (collectively, (a) through (d), the “**Trademark Collateral**”):

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to filing of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Section 1(c) and 1(d) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, any Trademark Grantor’s right, title or interest therein;

(b) to the extent not covered by **clause (a)**, all income, royalties and other payments now or hereafter due and payable with respect to any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses which the Trademarks are associated with and symbolize; and

(d) to the extent not covered by **clause (a)**, all causes of action arising from any past, present or future infringement, dilution or other violation of any of the Trademarks or unfair competition regarding the same, and to retain any damages due or accrued for any such past, present or future infringement of any such Trademarks.

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 Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

IMPEL NEUROPHARMA, INC.

By: John Leaman

Name: John Leaman

Title: Chief Financial Officer

Address: Impel NeuroPharma, Inc.
201 Elliott Avenue West, Suite 260
Seattle, WA 98119

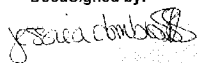
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007663 FRAME: 0483

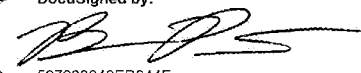
Accepted and Agreed:
OAKTREE FUND ADMINISTRATION, LLC, as the Administrative Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: _____
Name: Jessica Dombroff
Title: Vice President

DocuSigned by:

3599F385AD8F4E8...

By: _____
Name: Brian Price
Title: Senior Vice President

DocuSigned by:

507289240ED044E...

Address: Oaktree Fund Administration, LLC
333 S. Grand Avenue, 28th Fl.
Los Angeles, CA 90071

[Signature Page to Trademark Security Agreement (Security Agreement)]

TRADEMARKSTrademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Country	Owner
IMPEL	IR 1361080 (A0068020)	6/22/2017 (6/22/2017)	Austria	Impel NeuroPharma, Inc.
IMPEL	TMA1086254 (1844268)	10/27/2020 (6/23/2017)	Canada	Impel NeuroPharma, Inc.
IMPEL	IR 1361080 (A0068020)	6/22/2017 (6/22/2017)	China	Impel NeuroPharma, Inc.
IMPEL	IR 1361080 (A0068020)	6/22/2017 (6/22/2017)	EUTM	Impel NeuroPharma, Inc.
IMPEL	IR 1361080 (A0068020)	6/22/2017 (6/22/2017)	India	Impel NeuroPharma, Inc.
IMPEL	IR 1361080 (A0068020)	6/22/2017 (6/22/2017)	Japan	Impel NeuroPharma, Inc.
IMPEL	IR 1361080 (1934521/A0068020)	Pending (6/22/2017)	Mexico	Impel NeuroPharma, Inc.
IMPEL	IR 1361080 (A0068020)	6/22/2017 (6/22/2017)	South Korea	Impel NeuroPharma, Inc.
IMPEL	IR 1361080 (A0068020)	6/22/2017 (6/22/2017)	United Kingdom	Impel NeuroPharma, Inc.
IMPEL	UK00801361080 (UK00801361080)	6/22/2017 (6/22/2017)	United Kingdom	Impel NeuroPharma, Inc.
IMPEL	5246085 (87279985)	7/18/2017 (12/23/2016)	United States	Impel NeuroPharma, Inc.
IMPEL	IR 1361080 (A0068020)	6/22/2017 (6/22/2017)	WIPO	Impel NeuroPharma, Inc.
IMPEL (and IMPEL Logo)	2037078 (2037078)	5/11/2020 (9/13/2019)	Australia	Impel NeuroPharma, Inc.
IMPEL (in simplified Chinese characters)	25444110 (25444110)	7/21/2018 (7/21/2017)	China	Impel NeuroPharma, Inc.
IMPEL Logo	IR 1362565 (A0068043)	6/23/2017 (6/23/2017)	Australia	Impel NeuroPharma, Inc.
IMPEL Logo	Pending (1844270)	Pending (6/23/2017)	Canada	Impel NeuroPharma, Inc.

IMPEL Logo	IR 1362565 (A0068043)	6/23/2017 (6/23/2017)	China	Impel NeuroPharma, Inc.
IMPEL Logo	IR 1362565 (A0068043)	6/23/2017 (6/23/2017)	EUTM	Impel NeuroPharma, Inc.
IMPEL Logo	IR 1362565 (A0068043)	6/23/2017 (6/23/2017)	India	Impel NeuroPharma, Inc.
IMPEL Logo	IR 1362565 (A0068043)	6/23/2017 (6/23/2017)	Japan	Impel NeuroPharma, Inc.
IMPEL Logo	1976573 / IR 1362565 (1941236 / A0068043)	6/23/2017 (6/23/2017)	Mexico	Impel NeuroPharma, Inc.
IMPEL Logo	IR 1362565 (A0068043)	6/23/2017 (6/23/2017)	South Korea	Impel NeuroPharma, Inc.
IMPEL Logo	IR 1362565 (A0068043)	6/23/2017 (6/23/2017)	United Kingdom	Impel NeuroPharma, Inc.
IMPEL Logo	UK00801362565 (UK00801362565)	6/23/2017 (6/23/2017)	United Kingdom	Impel NeuroPharma, Inc.
IMPEL Logo	5246088 (87280001)	7/18/2017 (12/23/2016)	United States	Impel NeuroPharma, Inc.
IMPEL Logo	IR 1362565 (A0068043)	6/23/2017 (6/23/2017)	WIPO	Impel NeuroPharma, Inc.
IMPELPOD	Pending (2037728)	Pending (7/2/2020)	Canada	Impel NeuroPharma, Inc.
IMPELPOD	32866749 (32866749)	4/28/2019 (8/14/2018)	China	Impel NeuroPharma, Inc.
IMPELPOD	6142856 (2018073552)	5/10/2019 (6/4/2018)	Japan	Impel NeuroPharma, Inc.
IMPELPOD	Pending (2099268)	Pending (9/13/2018)	Mexico	Impel NeuroPharma, Inc.
IMPELPOD	401447269 (4020180065479)	2/14/2019 (5/15/2018)	South Korea	Impel NeuroPharma, Inc.
POD	1868238 / IR 1361766 (A0068025)	6/23/2017 (6/23/2017)	Australia	Impel NeuroPharma, Inc.
POD	IR 1361766 (A0068025)	6/12/2017 (6/23/2017)	EUTM	Impel NeuroPharma, Inc.
POD	IR 1361766 (A0068025)	6/23/2017 (6/23/2017)	India	Impel NeuroPharma, Inc.
POD	UK00801361766 (UK00801361766)	6/12/2017 (6/23/2017)	United Kingdom	Impel NeuroPharma, Inc.

POD	IR 1361766 (A0068025)	6/23/2017 (6/23/2017)	United Kingdom	Impel NeuroPharma, Inc.
POD	5425969 (87288146)	3/20/2018 (1/3/2017)	United States	Impel NeuroPharma, Inc.
POD	IR 1361766 (A0068025)	6/23/2017 (6/23/2017)	WIPO	Impel NeuroPharma, Inc.
TRUDHESA	2068247 (2068247)	9/21/2020 (2/12/2020)	Australia	Impel NeuroPharma, Inc.
TRUDHESA	Pending (2011118)	Pending (2/12/2020)	Canada	Impel NeuroPharma, Inc.
TRUDHESA	44059589 (44059589)	10/21/2020 (2/13/2020)	China	Impel NeuroPharma, Inc.
TRUDHESA	018194677 (018194677)	6/13/2020 (2/12/2020)	EUTM	Impel NeuroPharma, Inc.
TRUDHESA	4441189 (4441189)	10/22/2020 (2/14/2020)	India	Impel NeuroPharma, Inc.
TRUDHESA	6300807 (2020015209)	10/6/2020 (2/13/2020)	Japan	Impel NeuroPharma, Inc.
TRUDHESA	2152309 (2329211)	10/5/2020 (2/12/2020)	Mexico	Impel NeuroPharma, Inc.
TRUDHESA	401661992 (4020200022924)	11/12/2020 (2/12/2020)	South Korea	Impel NeuroPharma, Inc.
TRUDHESA	3466091 (3466091)	8/8/2020 (2/12/2020)	United Kingdom	Impel NeuroPharma, Inc.
TRUDHESA	UK00918194677 (UK00918194677)	6/13/2020 (2/12/2020)	United Kingdom	Impel NeuroPharma, Inc.
TRUDHESA	Pending (90885069)	Pending (8/16/2021)	United States	Impel NeuroPharma, Inc.
TRUDHESA	6660150 (88578186)	3/1/2022 (8/14/2019)	United States	Impel NeuroPharma, Inc.
TRUDHESA Logo	Pending (88768014)	Pending (1/21/2020)	United States	Impel NeuroPharma, Inc.
TULIFTA	Pending (88578191)	Pending (8/14/2019)	United States	Impel NeuroPharma, Inc.