

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM715119

<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>
IMPEL NEUROPHARMA, INC.		03/17/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OAKTREE FUND ADMINISTRATION, LLC		
<b>Street Address:</b>	333 S. Grand Avenue, 28th Fl.		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90885069	TRUDHESA	
<b>Serial Number:</b>	88578186	TRUDHESA	
<b>Serial Number:</b>	88768014		
<b>Serial Number:</b>	88578191	TULIFTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(212) 558-4229		
<b>Email:</b>	demarcor@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Raffaele A. DeMarco		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004-2498		
<b>ATTORNEY DOCKET NUMBER:</b>	018392/00102 (RAD)		
<b>NAME OF SUBMITTER:</b>	RAFFAELE A. DEMARCO		
<b>SIGNATURE:</b>	/RAFFAELE A. DEMARCO/		
<b>DATE SIGNED:</b>	03/17/2022		
<b>Total Attachments: 5</b>			

OP \$115.00 90885069

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2022 (“**Trademark Security Agreement**”), made by Impel NeuroPharma, Inc. (the “**Grantor**”), is in favor of Oaktree Fund Administration, LLC (“**the Administrative Agent**”).

### W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement, dated as of March 17, 2022 (the “**Security Agreement**”) in favor of the Administrative Agent, pursuant to which the Grantor is 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, the 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 to enter into the RIFA and extend credit to the Grantor thereunder, Grantor hereby grants to the Administrative Agent a security interest in Product Intellectual Property Collateral now owned or at any time hereafter acquired by Grantor or in which 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 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 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 of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which such 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 of any of the Trademarks included in the Trademark Collateral 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 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 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.

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.

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IN WITNESS WHEREOF, the 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 RIFA Trademark Security Agreement]*

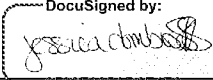
**TRADEMARK**  
**REEL: 007663 FRAME: 0492**

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

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

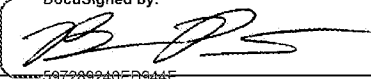
By: \_\_\_\_\_  
Name: Jessica Dombroff  
Title: Vice President

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By: \_\_\_\_\_  
Name: Brian Price  
Title: Senior Vice President

DocuSigned by:  
587289248ED944E...



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

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

**TRADEMARK**  
**REEL: 007663 FRAME: 0493**

**TRADEMARKS**Trademark Registrations and Applications

<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Country</b>	<b>Owner</b>
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.