

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOXCEL THERAPEUTICS, INC.		04/19/2022	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: 6			
Property Type	Number	Word Mark	
Serial Number:	90295385	ALMIQI	
Serial Number:	90295383	IGALMI	
Serial Number:	97021170	OMFILTO	
Serial Number:	97021169	RELFINBI	
Serial Number:	97021171	ZELTIGNA	
Serial Number:	90321408		
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<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:	2029567685		
Email:	carrierr@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W., Suite 700		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 20006-5215		
NAME OF SUBMITTER:	RITA M. CARRIER		
SIGNATURE:	/RITA M. CARRIER/		
DATE SIGNED:	04/19/2022		

OP \$165.00 90295385

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2022 (“*Trademark Security Agreement*”), made by BioXcel Therapeutics, Inc. (the “*Grantor*”), 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 Grantor is party to a Security Agreement, dated as April 19, 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, the 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 of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all registered and applied-for Trademarks of the 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 any of the foregoing;

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

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement or other violation of any of the Trademarks included in the Trademark Collateral or unfair competition regarding the same, together with the right to seek and retain any past or future damages in connection therewith.

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.

The 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, 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.

BIOXCEL THERAPEUTICS, INC.

By: Vimal Mehta
Name: Vimal Mehta
Title: Chief Executive Officer

Address: 555 Long Wharf Drive, 12th Floor
New Haven, CT
06511

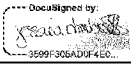
A copy (which shall not constitute notice) shall also be sent to:

Cooley LLP
3 Embarcadero Center
20th Floor
San Francisco, CA 94111-4004
Attn: Mischi a Marca
Email: gmamarca@cooley.com

ADMINISTRATIVE AGENT:


OAKTREE FUND ADMINISTRATION, LLC

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

By: 
Name: Jessica Dombroff
Title: Vice President

By: 
Name: Kendall Bass
Title: Vice President

BioXcel Therapeutics, Inc.
U.S. Trademark Filings Concerning BXCL 501

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES
ALMIQI	United States	Application No. 90295385	Class 05: Pharmaceuticals for the treatment of agitation; pharmaceuticals for the treatment of agitation associated with neuropsychiatric conditions, neurodegenerative diseases, alcohol withdrawal, opioid use disorder, opioid withdrawal, substance abuse withdrawal, or other central nervous system disorders
IGALMI	United States	Application No. 90295383	Class 05: Pharmaceuticals for the treatment of agitation, namely, an orally-dissolving formulation used for the treatment of agitation associated with alcohol withdrawal, opioid use disorder, opioid withdrawal, substance abuse withdrawal, or other central nervous system disorders, namely, schizophrenia, bipolar disorder, dementia, and depression
OMFLTO	United States	Application No. 97021170	Class 05: Pharmaceuticals for the treatment of central nervous system disorders; pharmaceuticals for the treatment of neurological and psychiatric disorders; pharmaceuticals for the treatment of agitation; pharmaceuticals for the treatment of agitation associated with neuropsychiatric conditions; neurodegenerative diseases; schizophrenia, bipolar disorder, dementia, delirium, alcohol withdrawal, opioid use disorder, opioid withdrawal, substance abuse withdrawal, depression or any other central nervous system disorder; pharmaceuticals for the treatment of symptoms associated with alcohol withdrawal, opioid use disorder, opioid withdrawal, substance abuse withdrawal, depression or other central nervous system disorders
RELFINBI	United States	Application No. 97021169	Class 05: Pharmaceuticals for the treatment of central nervous system disorders; pharmaceuticals for the treatment of neurological and psychiatric disorders; pharmaceuticals for the treatment of agitation; pharmaceuticals for the treatment of agitation associated with neuropsychiatric conditions; neurodegenerative diseases; schizophrenia, bipolar disorder, dementia, delirium, alcohol withdrawal, opioid use disorder, opioid withdrawal, substance abuse withdrawal, depression or any other central nervous system disorder; pharmaceuticals for the treatment of symptoms associated with alcohol withdrawal, opioid use disorder, opioid withdrawal, substance abuse withdrawal, depression or other central nervous system disorders
ZELTGNA	United States	Application No. 97021171	Class 05: Pharmaceuticals for the treatment of central nervous system disorders; pharmaceuticals for the treatment of neurological and psychiatric disorders; pharmaceuticals for the treatment of agitation; pharmaceuticals for the treatment of agitation associated with neuropsychiatric conditions; neurodegenerative diseases; schizophrenia, bipolar disorder, dementia, delirium, alcohol withdrawal, opioid use disorder, opioid withdrawal, substance abuse withdrawal, depression or any other central nervous system disorder; pharmaceuticals for the treatment of symptoms associated with alcohol withdrawal, opioid use disorder, opioid withdrawal, substance abuse withdrawal, depression or other central nervous system disorders
Horizontal Figure 8 Design 	United States	Application No. 90321408	Class 05: Pharmaceuticals for the treatment of agitation; pharmaceuticals for the treatment of agitation associated with neuropsychiatric conditions, neurodegenerative diseases, alcohol withdrawal, opioid use disorder, opioid withdrawal, substance abuse withdrawal, or other central nervous system disorders

TRADEMARK

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RECORDED: 04/19/2022