

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NIVAGEN PHARMACEUTICALS, INC.		07/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CORBEL CAPITAL PARTNERS SBIC, L.P.		
Street Address:	11777 SAN VICENTE BLVD., SUITE 777		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90049		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6330956	WEEKLY-D	
Registration Number:	5354876	NIVAGEN	
Registration Number:	5354875	NIVAGEN	
Registration Number:	4720060	NIVATOPIC	
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<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:	9497254043		
Email:	amina@stradlinglaw.com		
Correspondent Name:	Arnold V Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth		
Address Line 2:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	103864-0022		
NAME OF SUBMITTER:	Arnold V. Mina		
SIGNATURE:	/Arnold V. Mina/		
DATE SIGNED:	07/28/2022		
Total Attachments: 6			

CH \$115.00 6330956

source=Corbel.Nivagen- Trademark Security Agreement#page1.tif
source=Corbel.Nivagen- Trademark Security Agreement#page2.tif
source=Corbel.Nivagen- Trademark Security Agreement#page3.tif
source=Corbel.Nivagen- Trademark Security Agreement#page4.tif
source=Corbel.Nivagen- Trademark Security Agreement#page5.tif
source=Corbel.Nivagen- Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 28th day of July, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and CORBEL CAPITAL PARTNERS SBIC, L.P., as administrative agent (“**Agent**”) for the benefit of the Purchasers (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Secured Promissory Note and Warrant Purchase Agreement dated as of July 28, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Note Purchase Agreement**”) by and among Nivagen Pharmaceuticals, Inc., a Delaware corporation (“**Nivagen**”), and one or more additional direct or indirect Subsidiaries of Nivagen hereafter acquired or formed, which become party to the Note Purchase Agreement by executing an Addendum (Nivagen and such other Subsidiaries are sometimes individually referred to herein as an “**Issuer**” and collectively referred to herein as “**Issuers**” or “**Issuer**”), the Purchasers of the Notes named therein (the “**Purchasers**”) and Agent, Agent and the Purchasers agreed to make certain financial accommodations available to Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Purchasers are willing to make the financial accommodations to Issuers as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Purchasers, that certain Security Agreement, dated as of even date with the Note Purchase Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Purchasers, 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new trademarks in accordance with the terms of the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

Trademark Security Agreement

3

TRADEMARK
REEL: 007804 FRAME: 0977

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

NIVAGEN PHARMACEUTICALS, INC.

By: 

Name: Jay Shukla

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

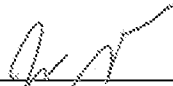
TRADEMARK
REEL: 007804 FRAME: 0978


ACCEPTED AND ACKNOWLEDGED BY:


AGENT:

CORBEL CAPITAL PARTNERS SBIC, L.P.

By: Corbel Capital Advisors SBIC, LLC,
its General Partner

By: 
Name: Jeffrey B. Schwartz
Title: Managing Member

By: 
Name: Jeffrey S. Scrota
Title: Managing Member

By: 
Name: Michael H. Jones
Title: Managing Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Mark	Reg. No. Reg. Date	Class/Goods and Services	Owner of Record
WEEKLY-D	Reg. No. 6330956 Reg. Date April 20, 2021	IC 005: Vitamin D preparations.	Nivagen Pharmaceuticals, Inc.
NIVAGEN	Reg. No. 5354876 Reg. Date December 12, 2017	IC 005: Pharmaceutical drug development services; Pharmaceutical products development; Pharmaceutical research and development.	Nivagen Pharmaceuticals, Inc.
NIVAGEN	Reg. No. 5354875 Reg. Date December 12, 2017	IC 005: Antibiotics; Pharmaceutical preparations for treating allergies; Pharmaceutical preparations for use in dermatology; Pharmaceutical preparations, namely, an analgesic for human consumption taken orally; Pharmaceutical preparations, namely, antidepressants; Pharmaceutical preparations, namely, antivirals; Pharmaceutical preparations, namely, appetite suppressants; Pharmaceutical antitussive- cold preparations; Vitamin supplements; Vitamins and vitamin preparations; Oral contraceptives.	Nivagen Pharmaceuticals, Inc.
NIVATOPIC	4720060 Reg. Date April 14, 2015	IC 005: Medicinal creams for skin care	Nivagen Pharmaceuticals, Inc.

Schedule I
to Trademark Security Agreement