

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COTA, Inc.		10/17/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerfield Private Design Fund V, L.P., as Agent		
Street Address:	345 Park Avenue South		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5172151	COTA NODAL ADDRESS	
Registration Number:	5182249	COTA NODAL ADDRESS	
Registration Number:	5182247	COTA NODAL ADDRESSES	
Registration Number:	5182248	COTA NODAL ADDRESSES	
Registration Number:	5167080	CNA	
Registration Number:	4396548	COTA	
Registration Number:	5623155	COTA HELIX	
Registration Number:	5683308		
Registration Number:	5584209		
Registration Number:	6159618	C	
Registration Number:	6154599	BRINGING CLARITY TO CANCER	
Registration Number:	5683307	TA	
Registration Number:	5848080	COTA	
Registration Number:	5809982		
Registration Number:	4584326	COTA	
Registration Number:	6159619	C	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	10/18/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2022, is made by COTA, Inc., a Delaware corporation (the “Grantor”), in favor of Deerfield Private Design Fund V, L.P., as Agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Facility Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Facility Agreement, dated as of October 17, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Facility Agreement”), by and among the Borrower, the other Loan Parties party thereto from time to time, the lenders set forth on the signature page thereto (together with their successors and permitted assigns, the “Lenders”), and Agent, as agent for itself and the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to that certain Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Facility Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities 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, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

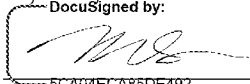
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

COTA, Inc. as Grantor

DocuSigned by:

By:



Name: Miruna Sasu

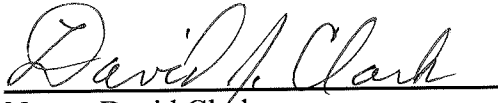
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007870 FRAME: 0878

ACCEPTED AND AGREED
as of the date first above written:

DEERFIELD PRIVATE DESIGN FUND V, L.P., as Agent
By: Deerfield Mgmt V, L.P., General Partner
By: J.E. Flynn Capital V, LLC, General Partner

By: 
Name: David Clark
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Loan Party</u>	<u>Mark</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
COTA, Inc.	COTA Nodal Address	USA	5172151	28-Mar-2017
COTA, Inc.	COTA Nodal Address	USA	5182249	11-Apr-2017
COTA, Inc.	COTA Nodal Addresses	USA	5182247	11-Apr-2017
COTA, Inc.	COTA Nodal Addresses	USA	5182248	11-Apr-2017
COTA, Inc.	CNA	USA	5167080	21-Mar-2017
COTA, Inc.	COTA	USA	4396548	03-Sep-2013
COTA, Inc.	COTA Helix	USA	5623155	04-Dec-2018
COTA, Inc.	COTA Helix	EU	015880545	23-Oct-2018
COTA, Inc.	COTA Helix	UK	UK00915880545	23-Oct-2018
COTA, Inc.	COTA Helix	Japan	005914004	13-Jan-2017
COTA, Inc.	COTA Influx	EU	015880594	26-Jan-2017
COTA, Inc.	COTA Influx	UK	UK00915880594	26-Jan-2017
COTA, Inc.	COTA Influx	Japan	0005960507	30-Jun-2017
COTA, Inc.	Infinity Design	USA	5683308	26-Feb-2019
COTA, Inc.	Infinity Design	USA	5584209	16-Oct-2018
COTA, Inc.	C & (4 Line) Design	USA	6159618	22-Sep-2020
COTA, Inc.	Bringing Clarity to Cancer	USA	6154599	15-Sep-2020
COTA, Inc.	COTA	USA	5683307	26-Feb-2019
COTA, Inc.	COTA	USA	5848080	03-Sep-2019
COTA, Inc.	Design Only	USA	5809982	23-Jul-2019

COTA, Inc.	COTA	USA	4584326	12-Aug-2014
COTA, Inc.	C & (4 Line) Design - 42	USA	6159619	22-Sep-2020