

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM762155

|   |  |                                    |                      |
|---|--|------------------------------------|----------------------|
| <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>   |
| Rowpar Pharmaceuticals, Inc.  |  | 10/18/2022                         | Corporation: ARIZONA |
| <b>RECEIVING PARTY DATA</b>   |  |                                    |                      |
| <b>Name:</b>  | Churchill Agency Services LLC, as Administrative Agent |                                    |                      |
| <b>Street Address:</b>  | 430 Park Avenue, 14th Floor                            |                                    |                      |
| <b>City:</b>  | New York   |                                    |                      |
| <b>State/Country:</b>   | NEW YORK   |                                    |                      |
| <b>Postal Code:</b>   | 10022  |                                    |                      |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                    |                                    |                      |
| <b>PROPERTY NUMBERS Total: 12</b>   |  |                                    |                      |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>                   |                      |
| <b>Registration Number:</b>   | 4129485  | A CLEANER MOUTH. A HEALTHIER YOU.  |                      |
| <b>Registration Number:</b>   | 4039823  | A CLEANER MOUTH. A HEALTHIER YOU.  |                      |
| <b>Registration Number:</b>   | 5089830  | CLORALSTAN                         |                      |
| <b>Registration Number:</b>   | 3309871  | CLOSYS                             |                      |
| <b>Registration Number:</b>   | 6057282  | CLOSYS                             |                      |
| <b>Registration Number:</b>   | 6057283  | CLOSYS                             |                      |
| <b>Registration Number:</b>   | 3420617  | CLOSYS COMPLETE ORAL HEALTH SYSTEM |                      |
| <b>Registration Number:</b>   | 5304150  | CLOSYS SILVER                      |                      |
| <b>Registration Number:</b>   | 5756327  | GENTLEST. ORAL CARE. EVER.         |                      |
| <b>Registration Number:</b>   | 2592725  | MICROCLEAR                         |                      |
| <b>Registration Number:</b>   | 1745009  | ROWPAR                             |                      |
| <b>Registration Number:</b>   | 5348721  | WITH FLAVOR CONTROL                |                      |
| <b>CORRESPONDENCE DATA</b>  |  |                                    |                      |
| <b>Fax Number:</b>  | 2149813400   |                                    |                      |
| <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>   | 214-981-3483   |                                    |                      |
| <b>Email:</b>   | dclark@sidley.com                                      |                                    |                      |
| <b>Correspondent Name:</b>  | Dusan Clark, Esq.                                      |                                    |                      |
| <b>Address Line 1:</b>  | Sidley Austin LLP                                      |                                    |                      |

CH \$315.00 4129485

|                        |                                |
|------------------------|--------------------------------|
| <b>Address Line 2:</b> | 2021 McKinney Ave., Suite 2000 |
| <b>Address Line 4:</b> | Dallas, TEXAS 75201            |

|                                |              |
|--------------------------------|--------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 096939-30710 |
|--------------------------------|--------------|

|                           |             |
|---------------------------|-------------|
| <b>NAME OF SUBMITTER:</b> | Dusan Clark |
|---------------------------|-------------|

|                   |               |
|-------------------|---------------|
| <b>SIGNATURE:</b> | /Dusan Clark/ |
|-------------------|---------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 10/19/2022 |
|---------------------|------------|

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2022, is made by Rowpar Pharmaceuticals, Inc., an Arizona corporation (the “Grantor”), in favor of Churchill Agency Services LLC (“Churchill”), as collateral agent and as administrative agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Secured Parties”) in connection with the Credit Agreement referred to below.

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

WHEREAS, Iaso Parent, Inc., a Delaware corporation (“Holdings”), Grass Merger Sub, Inc., a Delaware corporation, and after giving effect to the Merger, ACP Tara Holdings, Inc., a Delaware corporation (the “Borrower”), the Lenders and the Administrative Agent have entered into that certain Credit Agreement, dated as of September 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, as a condition to the extension of credit by the Lenders to the Grantors under the Credit Agreement, each Grantor has agreed, pursuant to a Guaranty and Collateral Agreement, dated as of September 10, 2021 (the “Guaranty and Collateral Agreement”), to grant to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in, and lien on, all of the Trademark Collateral (defined below); and

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver this Trademark Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Administrative 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, including, without limitation, those listed 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, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Collateral Agreement. 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 Guaranty and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control.

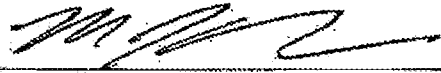
Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5. 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 laws of the State of New York.

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 set forth above.

**ROWPAR PHARMACEUTICALS, INC.**

By:



Name: Michael DeBiasi

Title: Chief Executive Officer

Trademark Security Agreement.

**TRADEMARK**  
**REEL: 007872 FRAME: 0517**

Schedule 1

United States Trademarks

| Mark   | Jurisdiction | Serial No./<br>Filing Date | Registration No./<br>Registration Date | Expiry      | Current Owner of<br>Record         |
|--|--------------|----------------------------|--|-------------|------------------------------------|
| A CLEANER<br>MOUTH. A<br>HEALTHIER YOU.  | USA          | 85207855<br>30-DEC-2010    | 4129485<br>17-APR-2012                 | 17-OCT-2032 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |
| A CLEANER<br>MOUTH. A<br>HEALTHIER YOU.  | USA          | 85207901<br>30-DEC-2010    | 4039823<br>11-OCT-2011                 | 11-OCT-2031 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |
| CLORALSTAN   | USA          | 86924860<br>01-MAR-2016    | 5089830<br>29-NOV-2016                 | 29-NOV-2026 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |
| CLOSYS   | USA          | 78918668<br>28-JUN-2006    | 3309871<br>09-OCT-2007                 | 09-OCT-2027 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |
| CLÔSYS<br>  | USA          | 88541166<br>26-JUL-2019    | 6057282<br>19-MAY-2020                 | 19-MAY-2030 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |
| CLÔSYS<br> | USA          | 88541180<br>26-JUL-2019    | 6057283<br>19-MAY-2020                 | 19-MAY-2030 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |
| CLOSYS<br>COMPLETE ORAL<br>HEALTH SYSTEM   | USA          | 78918686<br>28-JUN-2006    | 3420617<br>29-APR-2008                 | 29-APR-2028 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |
| CLOSYS SILVER  | USA          | 86767354<br>24-SEP-2015    | 5304150<br>10-OCT-2017                 | 10-OCT-2027 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |
| GENTLEST. ORAL<br>CARE. EVER.  | USA          | 88134461<br>27-SEP-2018    | 5756327<br>21-MAY-2019                 | 21-MAY-2029 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |
| MICROCLEAR   | USA          | 76123244<br>06-SEP-2000    | 2592725<br>09-JUL-2002                 | 09-JUL-2022 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |
| ROWPAR   | USA          | 74133644<br>28-JAN-1991    | 1745009<br>05-JAN-1993                 | 05-JAN-2023 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |
| WITH FLAVOR<br>CONTROL   | USA          | 87184914<br>27-SEP-2016    | 5348721<br>05-DEC-2017                 | 05-DEC-2027 | ROWPAR<br>PHARMACEUTICALS,<br>INC. |