

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766615

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADARE PHARMACEUTICALS, INC.		10/31/2022	Corporation: NEVADA
ADARE PHARMACEUTICALS USA, INC.		10/31/2022	Corporation: DELAWARE
FRONTIDA BIOPHARM, INC.		10/31/2022	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	TEAL MIDCO HOLDINGS, L.P.
Street Address:	100 Federal Street
Internal Address:	35th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3659316	ADVATAB
Registration Number:	3175614	ADVATAB
Serial Number:	87416898	A
Serial Number:	87416905	ADARE
Registration Number:	4869227	ORBIS BIOSCIENCES
Registration Number:	4802411	OPTIM μ M
Registration Number:	4989255	UNISUN
Registration Number:	5192132	PRECISION PARTICLE FABRICATION
Registration Number:	2784491	URL MUTUAL
Registration Number:	2650517	PHARMPRO
Registration Number:	4556129	URL PHARMPRO
Registration Number:	5025236	CAT.ONE
Registration Number:	5073187	CAT.ONE
Serial Number:	90167625	UNITED RESEARCH LABORATORIES
Serial Number:	97559973	STRAT μ M

CH \$415.00 3659316

Property Type	Number	Word Mark
Serial Number:	88667306	PARVULET

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 312-862-4396

Email: noreen.gosselin@kirkland.com

Correspondent Name: Noreen Gosselin

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 300 North LaSalle

Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	49658-1
NAME OF SUBMITTER:	NOREEN GOSSELIN
SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	11/08/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of October 31, 2022 (this “**Agreement**”), between ADARE PHARMACEUTICALS, INC., a Nevada corporation (“**Adare Pharmaceuticals**”), ADARE PHARMACEUTICALS USA, INC., a Delaware corporation (“**Adare USA**”), FRONTIDA BIOPHARM, INC., a Pennsylvania corporation (“**Frontida**”, and collectively with Adare Pharmaceuticals and Adare USA, the “**Grantors**”, and each a “**Grantor**”), and TEAL MIDCO HOLDINGS, L.P., as lender (in such capacity, the “**Lender**”).

Reference is made to (a) the U.S. Pledge and Security Agreement dated as of October 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among TEAL ACQUISITION CO., INC., a Delaware corporation (“**Borrower**”), TEAL HOLDCO, L.P., a Delaware limited partnership (“**Holdings**”), the other Grantors from time to time party hereto and the Lender, and (b) the Secured Revolving Promissory Note, dated as of October 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note**”), among the the Borrower and the Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Note. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Note and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Secured Obligations, each Grantor, hereby grants to the Lender, its successors and permitted assigns, a continuing security interest in all of such Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use (or similar) Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for

Trademarks record this Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Lender shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. Counterparts. This 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.

SECTION 6. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, each Grantor and the Lender have executed this Trademark Security Agreement as of the date first above written.


ADARE PHARMACEUTICALS, INC.

By: 
Name: Michael Ryan
Title: Chief Financial Officer

ADARE PHARMACEUTICALS USA, INC.

By: 
Name: Michael Ryan
Title: Chief Financial Officer

FRONTIDA BIOPHARM, INC.

By: 
Name: Michael Ryan
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TEAL MIDCO HOLDINGS, L.P.,
as Lender

By: 
Name: Michael Ryan
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007887 FRAME: 0399

Schedule I

United States Trademarks and Trademark Applications

Owner	Trademark	Country	Application No.	Registration No.	Registration Date
ADARE Pharmaceuticals, Inc.	ADVATAB	US	78252564	3659316	21-Jul-2009
ADARE Pharmaceuticals, Inc.	ADVATAB	US	78977617	3175614	21-Nov-2006
ADARE Pharmaceuticals, Inc.	New logo A	US	87416898 (ITU)	-	-
ADARE Pharmaceuticals, Inc.	New logo Adare	US	87416905 (ITU)	-	-
Adare Pharmaceuticals Inc.	Parvulet	US	88667306	-	-
Adare Pharmaceuticals USA, Inc.	ORBIS BIOSCIENCES	US	86/382988	4869227	15-Dec-2015
Adare Pharmaceuticals USA, Inc.	optimum	US	86383746	4802411	1-Sep-2015
Adare Pharmaceuticals USA, Inc.	UNISUN	US	86383810	4989255	28-Jun-2016
Adare Pharmaceuticals USA, Inc.	Precision Particle Fabrication	US	86803401	5192132	25-Apr-2017
Frontida BioPharm, Inc.	URL MUTUAL and design	US	75507210	2784491	18-Nov-2003
Frontida BioPharm, Inc.	PHARMPRO	US	76248239	2650517	12-Nov-2002
Frontida BioPharm, Inc.	URL PHARMPRO	US	77803931	4556129	24-June-2014
Frontida BioPharm, Inc.	CAT.ONE	US	86698223	5025236	23-Aug-2016
Frontida BioPharm, Inc.	CAT.ONE and design	US	86958299	5073187	1-Nov-2016
Frontida BioPharm, Inc.	UNITED RESEARCH LABORATORIES (pending, intent to use)	US		Serial Number: 90167625	TBD; Pending
Adare Pharmaceuticals USA Inc.	Stratum	US		Serial Number: 97559973	TBD; Pending