

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VYLUMA INC		01/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC		
Street Address:	115 South Union Street		
Internal Address:	Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90865247	MYLUMO	
Serial Number:	97663849	EYALTA	
Serial Number:	97663824	EYVERI	
Serial Number:	97663182	OPTRU	
Registration Number:	6607569	VYLUMA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	bethany.stokes@gtlaw.com		
Correspondent Name:	Bethany A. Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One international Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	138179.017100		
NAME OF SUBMITTER:	Bethany A. Stokes		
SIGNATURE:	/Bethany A. Stokes/		
DATE SIGNED:	01/18/2023		

CH \$140.00 90865247

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 10, 2023 and made effective as of December 30, 2022, by and between OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender (each a “**Lender**” and collectively, the “**Lenders**”), and NEVAKAR INC., a Delaware corporation with offices located at 1019 US Highway Route 202-206, Building K, NJ Center of Excellence, Bridgewater, New Jersey 08807, VYLUMA INC., a Delaware corporation with offices located at 1019 US Highway Route 202-206, Building K, NJ Center of Excellence, Bridgewater, New Jersey 08807 and NEVAKAR INJECTABLES INC., a Delaware corporation with offices located at 1019 US Highway Route 202-206, Building K, NJ Center of Excellence, Bridgewater, New Jersey 08807 (individually and collectively, jointly and severally, “**Grantor**”).

RECITALS

A. Lenders agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated as of November 20, 2018 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**,” capitalized terms used herein are used as defined in the Loan Agreement). In accordance with the terms of the Loan Agreement, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral (as defined below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has already granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (other than the Intellectual Property Collateral).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement Grantor hereby grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including without limitation those copyrights, patents, trademarks and mask works listed on Exhibits A, B, C, and D hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1019 US Highway Route 202-206, Building K, NJ
Center of Excellence, Bridgewater, NJ
Attn: Chief Financial Officer

NEVAKAR INC.

DocuSigned by:
Navneet Puri
By: _____
Name: Navneet Puri
Title: Chairman

GRANTOR:

Address of Grantor:

1019 US Highway Route 202-206, Building K,
NJ Center of Excellence, Bridgewater, NJ
Attn: Chief Financial Officer

NEVAKAR INJECTABLES INC.

DocuSigned by:
Shruti Kulkarni
By: _____
Name: Shruti Kulkarni
Title: CEO

GRANTOR:

Address of Grantor:

1019 US Highway Route 202-206, Building K,
NJ Center of Excellence, Bridgewater, NJ
Attn: Chief Financial Officer

VYLUMA INC.

DocuSigned by:
Navneet Puri
By: _____
Name: Navneet Puri
Title: Chairman

COLLATERAL AGENT:

Address of Lender:

115 South Union Street, Suite 300
Alexandria, VA 22314
Attn: Legal Department

OXFORD FINANCE LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

NEVAKAR INC.

1019 US Highway Route 202-206, Building K, NJ
Center of Excellence, Bridgewater, NJ
Attn: _____

By: _____
Name: _____
Title: _____

GRANTOR:

Address of Grantor:

NEVAKAR INJECTABLES INC.

1019 US Highway Route 202-206, Building K, NJ
Center of Excellence, Bridgewater, NJ
Attn: _____

By: _____
Name: _____
Title: _____

GRANTOR:

Address of Grantor:

VYLUMA INC.

1019 US Highway Route 202-206, Building K, NJ
Center of Excellence, Bridgewater, NJ
Attn: _____

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

115 South Union Street, Suite 300
Alexandria, VA 22314
Attn: Legal Department

By: _____
Name: Colette H. Featherly
Title: Senior Vice President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007962 FRAME: 0378

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Owner</u>	<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>	<u>Jurisdiction</u>
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 10251875	10 May 2018	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 10568875	20 February 2019	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 10583132	20 February 2019	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 10610525	20 February 2019	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 10576074	20 February 2019	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 11071732	20 February 2019	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 11464769	20 July 2020	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 17007816	31 August 2020	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 17007900	31 August 2020	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 17016186	9 September 2020	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 17145589	11 January 2021	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	US 17685286	2 March 2022	USA
Vyluma Inc.	Atropine Pharmaceutical Compositions	3,063,228	10 May 2018	Canada
Vyluma Inc.	Ophthalmic Atropine Compositions	JP 6557379	10 May 2018	Japan
Vyluma Inc.	Ophthalmic Atropine Compositions	JP 6865476	10 May 2018	Japan
Vyluma Inc.	Ophthalmic Atropine Compositions	JP 6681502	11 July 2019	Japan
Vyluma Inc.	Ophthalmic Atropine Compositions	JP 6681503	11 July 2019	Japan
Vyluma Inc.	Ophthalmic Atropine Compositions	2021-56894	11 July 2019	Japan
Vyluma Inc.	Atropine Pharmaceutical Compositions	3548000	8 July 2019	Europe
Vyluma Inc.	Atropine Pharmaceutical Compositions	21205568.5	29 October 2021	Europe
Vyluma Inc.	Atropine Pharmaceutical Compositions	AU 2018265257	25 October 2019	Australia
Vyluma Inc.	Atropine Pharmaceutical Compositions	NZ 758555	25 October 2019	New Zealand
Vyluma Inc.	Atropine Pharmaceutical Compositions	BR 1120190235159	25 October 2019	Brazil
Vyluma Inc.	Atropine Pharmaceutical Compositions	392558	25 October 2019	Mexico
Vyluma Inc.	Atropine Pharmaceutical Compositions	11201910085U	25 October 2019	Singapore
Vyluma Inc.	Atropine Pharmaceutical Compositions	1-2019-06890	6 December 2019	Vietnam
Vyluma Inc.	Atropine Pharmaceutical Compositions	10-2281667	6 December 2019	Korea
Vyluma Inc.	Atropine Pharmaceutical Compositions	IDP000082353	29 November 2019	Indonesia
Vyluma Inc.	Atropine Pharmaceutical Compositions	40310	28 November 2019	Colombia
Vyluma Inc.	Atropine Pharmaceutical Compositions	201903228	11 November 2019	Chile
Vyluma Inc.	Atropine Pharmaceutical Compositions	2745603	11 December 2019	Russia
Vyluma Inc.	Atropine Pharmaceutical Compositions	2019/19945	11 December 2019	Turkey
Vyluma Inc.	Atropine Pharmaceutical Compositions	201927047383	20 November 2019	India
Vyluma Inc.	Atropine Pharmaceutical Compositions	1-2019-502701	28 November 2019	Philippines
Vyluma Inc.	Atropine Pharmaceutical Compositions	110621298 B	11 November 2019	China
Vyluma Inc.	Atropine Pharmaceutical Compositions	42022058129	9 April 2020	Hong Kong
Vyluma Inc.	Multi-dose Container for Ophthalmic Compositions	PCT/US22/20246	14 March 2022	PCT Countries
Vyluma Inc.	Childhood Atropine for Myopia Progression	US 63414779	10 October 2022	USA
Vyluma Inc.	Childhood Atropine for Myopia Progression	US 63419650	26 October 2022	USA
Vyluma Inc.	Childhood Atropine for Myopia Progression	US 63419675	26 October 2022	USA
Vyluma Inc.	TOAST Abstract	US 63348256	2 June 2022	USA
Vyluma Inc.	TOAST Poster	US 63402374	30 August 2022	USA
Vyluma Inc.	Low-Dose Carbachol Ophthalmic Compositions With Cumulative Effect	PCT/IB2022/054864	25 May 2022	PCT Countries

Vyluma Inc	Low-Dose Carbachol Compositions And Methods For Treatment Of Night Vision Disturbance	US 11273141	18 May 2021	USA
Vyluma Inc	Low-Dose Carbachol Compositions And Methods For Treatment Of Night Vision Disturbance	US 17/591,944	3 February 2022	USA
Vyluma Inc	Low-Dose Carbachol Compositions And Methods For Treatment Of Night Vision Disturbance	21809576.8	11 November 2022	Europe
Vyluma Inc	Low-Dose Carbachol Compositions And Methods For Treatment Of Night Vision Disturbance	3,178,254	8 November 2022	Canada
Vyluma Inc	Low-Dose Ophthalmic Compsitions and Methods	PCT/US21/43061	23 July 2021	PCT Countries
Vyluma Inc	Methods and Formulation for Topical Administration of Gabapentenoids	PCT/US2022/017997	25 February 2022	PCT Countries
Nevakar Injectables Inc.	Norepinephrine Compositions and Methods Therefor	US 10226436	30 January 2018	USA
Nevakar Injectables Inc.	Norepinephrine Compositions and Methods Therefor	US 10159657	10 April 2018	USA
Nevakar Injectables Inc.	Norepinephrine Compositions and Methods Therefor	US 10471026	17 October 2018	USA
Nevakar Injectables Inc.	Norepinephrine Compositions and Methods Therefor	US 10420735	17 October 2018	USA
Nevakar Injectables Inc.	Norepinephrine Compositions and Methods Therefor	US 10646458	3 January 2018	USA
Nevakar Injectables Inc.	Norepinephrine Compositions and Methods Therefor	US 10568850	3 January 2018	USA
Nevakar Injectables Inc.	Norepinephrine Compositions and Methods Therefor	US 11413259	3 April 2020	USA
Nevakar Injectables Inc.	Norepinephrine Compositions and Methods Therefor	US 17861752	11 July 2022	USA
Nevakar Injectables Inc.	Norepinephrine Compositions and Methods Therefor	US 17872450	25 July 2022	USA
Nevakar Injectables Inc.	Norepinephrine Compositions and Methods Therefor	3,051,467	24 July 2019	Canada
Nevakar Injectables Inc.	Vancomycin Liposome Composition and Methods	US 17612551	18 November 2021	USA
Nevakar Injectables Inc.	Vancomycin Liposome Composition and Methods	JP 2021-570935	26 November 2021	Japan
Nevakar Injectables Inc.	Vancomycin Liposome Composition and Methods	EP20813948.5	28 October 2021	Europe
Nevakar Injectables Inc.	Formulations for Treating Pain	US 10052296	21 August 2018	USA
Nevakar Injectables Inc.	Formulations for Treating Pain	US 10,874,626	05 October 2018	USA
Nevakar Injectables Inc.	Formulations for Treating Pain	US 17/098,923	16 November 2020	USA
Nevakar Injectables Inc.	Acetaminophen-Pregabalin Combinations and Methods of Treating Pain	11,547,686	2 April 2020	USA
Nevakar Injectables Inc.	Acetaminophen-Pregabalin Combinations and Methods of Treating Pain	18/076,264	6 December 2022	USA
Nevakar Injectables Inc.	Acetaminophen-Pregabalin Combinations and Methods of Treating Pain	18864043.7	30 April 2020	Europe
Nevakar Injectables Inc.	Acetaminophen-Pregabalin Combinations and Methods of Treating Pain	3075414	9 March 2020	Canada
Nevakar Injectables Inc.	Acetaminophen-Pregabalin Combinations and Methods of Treating Pain	2018800783614.00	3 June 2020	China

Nevakar Injectables Inc.	Acetaminophen-Pregabalin Combinations and Methods of Treating Pain	2020-518795	1 April 2020	Japan
Nevakar Injectables Inc.	Fixed Dose Composition Formulations for Treating Pain	16/644,022	3 March 2020	USA
Nevakar Injectables Inc.	Fixed Dose Composition Formulations for Treating Pain	18860180.1	12 March 2020	Europe
Nevakar Injectables Inc.	Liquid Unit Dosage Forms for Treatment of Postoperative Pain	PCT/US22/16636	16 February 2022	PCT Countries
Nevakar Injectables Inc.	Injectable Pregabalin Formulations	PCT/US2022/031982	2 June 2022	PCT Countries
Nevakar Injectables Inc.	Methods For Reducing Catecholamine-Formaldehyde Adducts	18/011,664	20 December 2022	USA
Nevakar Injectables Inc.	Injectable Compositions of Vitamers of Vitamin B12 and Uses Thereof	US 63/314724	28 February 2022	USA
Nevakar Injectables Inc.	Methods For Reducing Catecholamine-Formaldehyde Adducts	18/011,664	20 December 2022	USA
Nevakar Injectables Inc.	Injectable Compositions of Vitamers of Vitamin B12 and Uses Thereof	US 63/314724	28 February 2022	USA
Nevakar Injectables Inc.	Succinylcholine Prefilled Syringe, Compositions and Methods	US 10682308	11 February 2019	USA
Nevakar Injectables Inc.	Succinylcholine Prefilled Syringe, Compositions and Methods	US 10722453	31 March 2020	USA
Nevakar Injectables Inc.	Succinylcholine Prefilled Syringe, Compositions and Methods	US 10722454	31 March 2020	USA
Nevakar Injectables Inc.	Succinylcholine Prefilled Syringe, Compositions and Methods	US 10722455	31 March 2020	USA
Nevakar Injectables Inc.	Succinylcholine Prefilled Syringe, Compositions and Methods	US 16909340	23 June 2020	USA
Nevakar Injectables Inc.	Ephedrine Compositions and Methods	US 10,869,845	22 January 2020	USA
Nevakar Injectables Inc.	Ephedrine Compositions and Methods	US 11,491,121	12 November 2020	USA
Nevakar Injectables Inc.	Ephedrine Compositions and Methods	US 17/960,343	5 October 2022	USA
Nevakar Injectables Inc.	Epinephrine Compositions and Methods	US 10,653,646	21 March 2019	USA
Nevakar Injectables Inc.	Epinephrine Compositions and Methods	US 11,071,719	12 February 2020	USA
Nevakar Injectables Inc.	Epinephrine Compositions and Methods	US 11,207,280	17 March 2020	USA
Nevakar Injectables Inc.	Epinephrine Compositions and Methods	US 11,083,698	17 March 2020	USA
Nevakar Injectables Inc.	Epinephrine Composition and Containers	US 17/526,786	15 November 2021	USA
Nevakar Injectables Inc.	Epinephrine Compositions and Containers	3093725	21 March 2019	Canada

EXHIBIT C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Serial/ Registration No.</u>	<u>File Date</u>	<u>Jurisdiction</u>
Nevakar	NEVAKAR	5,02,098	August 16, 2016	US
Nevakar	REPOSITIONING DRUGS FOR A BETTER OUTCOME	5,128,464	January 24, 2017	US
Nevakar	QUALITY WITHOUT BORDERS	5,466,189	May 8, 2018	US
Vyluma	MyMyopia.com	6,199,967	November 1, 2020	US
Nevakar	NuPharming	6,702,564	April 12, 2022	US
Vyluma	Mylumo	90,865,247	August 4, 2021	US, Peru, Hong Kong, Argentina, UK, New Zealand, WIPO # (1,681,020)
Vyluma	Eyalta	Applic. # 97663849	November 4, 2022	US
Vyluma	Eyveri	Applic. # 97663824	November 4, 2022	US
Vyluma	Optru	Applic. # 97663182	November 4, 2022	US
Vyluma	Vyluma	6,607,569	February 18, 2021	US

EXHIBIT D

Mask Works

None.