

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEERFIELD PRIVATE DESIGN FUND III, L.P., as Agent		03/14/2023	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	NUVO PHARMACEUTICALS INC.
Street Address:	6733 Mississauga Road
Internal Address:	Suite 610
City:	Mississauga
State/Country:	CANADA
Postal Code:	L5N 6J5
Entity Type:	Corporation: CANADA
Name:	ARALEZ PHARMACEUTICALS CANADA INC.
Street Address:	7100 West Credit Avenue
Internal Address:	Suite 101
City:	Mississauga
State/Country:	CANADA
Postal Code:	L5N 0E4
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4281394	PURFEM
Registration Number:	2677199	URACYST
Registration Number:	5070853	TRIBUTE PHARMACEUTICALS
Registration Number:	2505086	CHADD
Serial Number:	88200468	NUVO PHARMACEUTICALS

CORRESPONDENCE DATA

Fax Number:

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: 212.940.6562

TRADEMARK

Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 50 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 03/14/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT

THIS TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT (this “Release”), is dated as of March 14, 2023 and made by DEERFIELD PRIVATE DESIGN FUND III, L.P., as agent for the Secured Parties (the “Grantee”), to NUVO PHARMACEUTICALS INC., an Ontario corporation (“Nuvo”) and ARALEZ PHARMACEUTICALS CANADA INC., an Ontario corporation (“Aralez”; Aralez and Nuvo are each individually and collectively referred to as the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 31, 2018, made by Grantor in favor of Grantee (the “Security Agreement”), a security interest was granted by Grantor to Grantee in certain Trademark Collateral, including the Trademarks, and Grantor reaffirmed its prior grant pursuant to the Guaranty and Security Agreement of a security interest in certain Trademarks and Trademark Collateral to secure the payment and performance of the Secured Obligations;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on December 31, 2018 at Reel/Frame 6513/0525;

WHEREAS, Grantor has requested that Grantee, and Grantee has agreed to, release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights to the same to the applicable Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Grantee hereby states as follows:

1. Grantee hereby releases its security interest in all of each Grantor’s right, title and interest in and to the Trademark Collateral, including:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all of the products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Grantee, on behalf of itself and the Secured Parties, hereby reassigns, grants and conveys to the applicable Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Grantee hereby terminates and cancels the Security Agreement, and hereby assigns, grants and conveys to the applicable Grantee, without any representation, recourse or undertaking

by Grantee, any and all of Grantee's right, title and interest in and to the released Trademark Collateral.

4. This Release is governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflicts of laws principles.

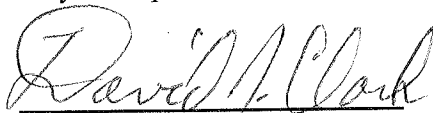
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IN WITNESS WHEREOF, the Grantee has caused this Release to be executed as of the date first written above.

DEERFIELD PRIVATE DESIGN FUND III, L.P.


By: Deerfield Mgmt III, L.P., its General Partner

By: J.E. Flynn Capital III, LLC, its General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

Schedule 1

Trademarks

Grantor	Trademark	Registration/ Application Date	Registration / Application Number	Jurisdiction
Aralez Pharmaceuticals Canada Inc.	BALANSE & Design	09/20/2016	TMA 949,779	Canada
Aralez Pharmaceuticals Canada Inc.	PURFEM	12/13/2011	TMA 813,952	Canada
Aralez Pharmaceuticals Canada Inc.	RESULTZ	07/04/2008	TMA 717,920	Canada
Aralez Pharmaceuticals Canada Inc.	RESULTZ LT	07/04/2008	TMA 717,885	Canada
Aralez Pharmaceuticals Canada Inc.	BALANSE PROBIOTIC	09/20/2016	TMA 949,829	Canada
Aralez Pharmaceuticals Canada Inc.	PEGALAX	01/29/2009	TMA 733,513	Canada
Aralez Pharmaceuticals Canada Inc.	FIORINAL	12/22/1952	UCA 43,301	Canada
Aralez Pharmaceuticals Canada Inc.	NEOVISC	12/10/1997	TMA 486,692	Canada
Aralez Pharmaceuticals Canada Inc.	URACYST	12/10/1997	TMA 486,693	Canada
Aralez Pharmaceuticals Canada Inc.	PURFEM	29.01/2013	4,281.394	USA
Aralez Pharmaceuticals Canada Inc.	URACYST	01/21/2003	2,677,199	USA
Aralez Pharmaceuticals Canada Inc.	TRIBUTE PHARMACEUTICA LS	01/11/2016	5,070,853	USA
Nuvo Pharmaceuticals Inc.	 NUVO	July 5, 2016	1,789,965	Canada
Nuvo Pharmaceuticals Inc.	Nuvo Pharmaceuticals	May 26, 2008	TMA715244	Canada
Nuvo Pharmaceuticals Inc.	Nuvo research	February 1, 2017	1780772	Canada
Nuvo Pharmaceuticals Inc.	Pennsaid	November 25, 1998	TMA504587	Australia
Nuvo Pharmaceuticals Inc.	Pennsaid	February 3, 1999	000556506	EUTM
Nuvo Pharmaceuticals Inc.	Pennsaid	April 15, 2017	3303645	India

Grantor	Trademark	Registration/ Application Date	Registration / Application Number	Jurisdiction
Nuvo Pharmaceuticals Inc.	Pennsaid	September 16, 1997	208561	Ireland
Nuvo Pharmaceuticals Inc.	Pennsaid	February 24, 2015	535220	Russia
Nuvo Pharmaceuticals Inc.	Pennsaid	August 8, 2000	97/14048	South Africa
Nuvo Pharmaceuticals Inc.	Pennsaid	November 10, 2016	694929	Switzerland
Nuvo Pharmaceuticals Inc.	Pennsaid	June 27, 1997	2119722	Great Britain
Nuvo Pharmaceuticals Inc.	Pennsaid	Pending (July 17, 2017)	170124597	Thailand
Nuvo Pharmaceuticals Inc.	Pennsaid	July 6, 2017	304198023	Hong Kong
Nuvo Pharmaceuticals Inc.	Pennsaid	September 18, 2017	4/10044/2017	Myanmar
Nuvo Pharmaceuticals Inc.	Pennsaid	November 23, 2017	4/2017/00010720	Philippines
Nuvo Pharmaceuticals Inc.	Pensaid	March 10, 2016	567147	Russia
Nuvo Pharmaceuticals Inc.	ПЕНСЕЙД (PENSAID in Russian)	March 10, 2016	567148	Russia
Nuvo Pharmaceuticals Inc.	Balmex	Pending (December 20, 2017)	1,874,175	Canada
Nuvo Pharmaceuticals Inc.	Chadd	October 18, 2000	001279314	EUTM
Nuvo Pharmaceuticals Inc.	Chadd	May 11, 2001	4473863	Japan
Nuvo Pharmaceuticals Inc.	Chadd	November 6, 2001	2,505,086	USA
Nuvo Pharmaceuticals Inc.	NUVO PHARMACEUTICALS	November 20, 2018	88/200468	USA