

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM798198

<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>
Milestone Pharmaceuticals USA, Inc.		03/27/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acquiom Agency Services, LLC		
<b>Street Address:</b>	950 17th Street, Suite 1400		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6166972	OUTSMART PSVT	
<b>Serial Number:</b>	88524189	MILESTONE PHARMACEUTICALS	
<b>Serial Number:</b>	88499919	MILESTONE PHARMACEUTICALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105518741		
<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>	3105518755		
<b>Email:</b>	pto-cc@gibsondunn.com		
<b>Correspondent Name:</b>	Mandy Robertson-Bora		
<b>Address Line 1:</b>	2029 Century Park East, Suite 4000		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067-3026		
<b>NAME OF SUBMITTER:</b>	Mandy Robertson-Bora		
<b>SIGNATURE:</b>	/mandy robertson-bora/		
<b>DATE SIGNED:</b>	03/28/2023		
<b>Total Attachments: 5</b>			
source=US Trademark Security Agreement (Executed 3.27.2023)#page1.tif			
source=US Trademark Security Agreement (Executed 3.27.2023)#page2.tif			
source=US Trademark Security Agreement (Executed 3.27.2023)#page3.tif			

CH \$90.00 6166972

source=US Trademark Security Agreement (Executed 3.27.2023)#page4.tif  
source=US Trademark Security Agreement (Executed 3.27.2023)#page5.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 27, 2023, among Milestone Pharmaceuticals USA, Inc., a Delaware (the "Company") and Acquiom Agency Services, LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of March 27, 2023 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Milestone Pharmaceuticals Inc., the Company, and the Collateral Agent. The Purchasers have agreed to extend credit to Holdings subject to the terms and conditions set forth in the Note and Purchase Agreement dated as of March 27, 2023 (as amended, supplemented or otherwise modified from time to time (the "Purchase Agreement")). The obligations of the Purchasers to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. 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 Collateral Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all of now owned or hereafter acquired copyright rights in any work subject to the trademark laws of the United States of America or any other country, whether as author, assignee, transferee or otherwise;

(b) all registrations and applications for registration of any such copyright in the United States of America or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Patent and Trademark Office (or any similar office in any other country), including any of the foregoing listed on Schedule I (collectively, the "Trademarks"); provided that Trademark Collateral shall not include any intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under U.S. federal law.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be as effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MILESTONE PHARMACEUTICALS USA, INC.

By: 

Name: Amit Hasija

Title: Chief Financial Officer

ACQUIOM AGENCY SERVICES LLC,  
as Collateral Agent

By:

Shon McCraw-Davis

Name: Shon McCraw-Davis

Title: Director

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 008019 FRAME: 0191**

Schedule I

**Trademarks:**

#	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Owner Name
1.	<b>OUTSMART PSVT</b>	88523808	7/19/2019	6166972	10/6/2020	41, 44, 45	Milestone Pharmaceuticals USA, Inc.
2.	<b>MILESTONE PHARMACEUTICALS</b>	88524189	7/19/2019			35, 42, 44	Milestone Pharmaceuticals USA, Inc.
3.	<b>MILESTONE PHARMACEUTICALS</b>	88499919	7/3/2019			5	Milestone Pharmaceuticals USA, Inc.