

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM800643

<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>
TerSera Therapeutics LLC		04/04/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Newstone Capital Partners, LLC		
<b>Street Address:</b>	3963 Maple Ave, Suite 100		
<b>Internal Address:</b>	Reagan Place at Old Parkland		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75219		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5242344	TERSERA	
<b>Registration Number:</b>	6704745	TERSERA	
<b>Registration Number:</b>	5807179	TERSERA	
<b>Registration Number:</b>	3859849	ERGOMAR	
<b>Registration Number:</b>	6034081	XERMELO	
<b>Registration Number:</b>	5200148	XERMELO	
<b>Registration Number:</b>	5335795	VARUBI ROLAPITANT	
<b>Registration Number:</b>	4893721	VARUBI	
<b>Registration Number:</b>	5896525	QMIIZ	
<b>Registration Number:</b>	5777593	QMIIZ	
<b>Registration Number:</b>	5728231	PRIALT ACCESS & SUPPORT PROGRAM	
<b>Registration Number:</b>	2806847	PRIALT	
<b>Registration Number:</b>	6034082		
<b>Serial Number:</b>	97550026	T	
<b>Serial Number:</b>	97550016	T	
<b>Serial Number:</b>	73545833	ZOLADEX	
<b>Serial Number:</b>	74010646	ZOLADEX	
<b>Serial Number:</b>	78158492	SAFESYSTEM	

OP \$465.00 5242344

**CORRESPONDENCE DATA****Fax Number:** 2142207716*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:** 2146617347**Email:** sspainhour@velaw.com**Correspondent Name:** Shannon Spainhour**Address Line 1:** 2001 Ross Avenue, Suite 3900**Address Line 2:** c/o Vinson & Elkins L.L.P.**Address Line 4:** Dallas, TEXAS 75201

<b>NAME OF SUBMITTER:</b>	Shannon Spainhour
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<b>SIGNATURE:</b>	/Shannon Spainhour/
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<b>DATE SIGNED:</b>	04/05/2023
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**Total Attachments: 6**

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source=TerSera - 2L Trademark Security Agreement (TerSera Therapeutics) [Executed]#page2.tif

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2023 (this "Trademark Security Agreement"), is made by TerSera Therapeutics LLC, a Delaware limited liability company (the "Grantor"), in favor of Newstone Capital Partners LLC ("Newstone"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

**WITNESSETH:**

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of April 4, 2023 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among TerSera Therapeutics LLC, a Delaware limited liability company (the "Borrower"), TerSera Intermediate LLC, the other Credit Parties and the Lenders from time to time party thereto and Newstone, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement, dated as of April 4, 2023, in favor of the Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition have the meanings given to them (including by reference) in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 Grantor (the "Trademark Collateral"):

(a) all of its Trademarks in the U.S. and Canada and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark (but not such Trademarks themselves), including, without limitation, those referred to 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;

(d) all rights to sue or recover at law or in equity for any past, present or future infringement, dilution, violation or other impairment of any of the foregoing; and

(e) all income, royalties, proceeds, Liabilities and other payments at any time due or payable or asserted under and with respect to any of the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, and subject to any restrictions in an IP License, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

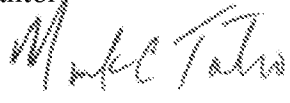
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the Laws of the State of New York.

**- Remainder of Page Intentionally Left Blank; Signature Pages Follow -**

IN WITNESS WHEREOF, 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.

Very truly yours,

**TERSERA THERAPEUTICS LLC,**  
as Grantor

By:   
\_\_\_\_\_  
Name: Mark Tatro  
Title: Chief Financial Officer and Vice  
President

ACCEPTED AND AGREED  
as of the date first above written:

**NEWSTONE CAPITAL PARTNERS, LLC, as Agent**

By: 

Name: Timothy J. Costello

Title: Managing Director

[Signature Page to Trademark Security Agreement -- Second Lien]

**TRADEMARK**  
**REEL: 008034 FRAME: 0234**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations**

1. REGISTERED TRADEMARKS

Mark Name	App. No.	App. Date	Current Owner	Reg. No.	Reg. Date
TERSERA (CLASS 5)	86/900284	2/08/16	TerSera Therapeutics LLC	5242344	7/11/17
TERSERA (CLASS 5)	90/667235	4/19/22	TerSera Therapeutics LLC	6704745	4/19/22
TERSERA (CLASS 42)	86/900298	2/08/16	TerSera Therapeutics LLC	5807179	7/16/2019
ERGOMAR	77/942800	2/23/10	TerSera Therapeutics LLC	3859849	10/12/10
XERMELO & DESIGN	87/320213	1/31/17	TerSera Therapeutics LLC	6034081	4/14/20
XERMELO	86/013323	7/17/13	TerSera Therapeutics LLC	5200148	5/9/17
VARUBI ROLAPITANT AND DESIGN	86/593815	4/10/15	TerSera Therapeutics LLC	5335795	11/14/17
VARUBI	86/591285	4/8/15	TerSera Therapeutics LLC	4893721	1/26/16
QMIIZ AND DESIGN	88/399750	4/24/19	TerSera Therapeutics LLC	5896525	6/11/19
QMIIZ	88/091334	8/24/18	TerSera Therapeutics LLC	5777593	6/11/19
PRIALT ACCESS & SUPPORT PROGRAM AND DESIGN	87/021069	5/2/16	TerSera Therapeutics LLC	5728231	4/16/19
PRIALT	75/909746	2/4/00	TerSera Therapeutics LLC	2806847	1/20/04
CUBE DESIGN	87/320215	1/31/17	TerSera Therapeutics LLC	6034082	4/14/20

2. TRADEMARK APPLICATIONS

Mark Name	App. No.	App. Date	Current Owner
T	97/550026	8/16/22	TerSera Therapeutics LLC
T	97/550016	8/16/22	TerSera Therapeutics LLC

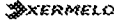
3. IP LICENSES

That certain License Agreement made and entered into effective as of March 30, 2017, by and between AstraZeneca UK Limited, a private limited company registered in England and Wales, as seller, and the Grantor, as buyer.



Trademark	App Date / App No.	Registration Date / Registration No.	Status
ZOLADEX	July 1, 1985 / 73545833	July 29, 1986 / 1402790	Registered
ZOLADEX	Dec. 14, 1989 / 74/010646	Nov. 27, 1990 / 1624402	Registered
M SAFESYSTE	Aug. 28, 2002 / 78/158492	Jan. 15, 2008 / 3370124	Registered

### Canadian Trademark Registrations

#### 1. REGISTERED TRADEMARKS

Mark Name	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
XERMELO 	TerSera Therapeutics LLC	1850084	7/31/17	TMA1071513	2/3/20
TERSERA	TerSera Therapeutics LLC	1834437	4/26/17	TMA1008084	11/1/18
XERMELO	TerSera Therapeutics LLC	1680859	6/11/14	TMA1071511	2/3/20
PRIALT	Tersera Therapeutics LLC	1068845	7/28/00	TMA725302	10/3/08

#### 2. TRADEMARK APPLICATIONS

Mark Name	Current Owner	App. No.	App. Date
	TerSera Therapeutics LLC	2203824	8/11/22
	TerSera Therapeutics LLC	2203825	8/11/22

#### 3. IP LICENSES

None.