

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803034

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sprout Pharmaceuticals, Inc.		03/31/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Anne Holland
Street Address:	4350 Lassiter at North Hills Ave., Ste. 260
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27609
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Sandra McGlothlin
Street Address:	4350 Lassiter at North Hills Ave., Ste. 260
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27609
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4860061	ADDYI
Registration Number:	5580590	ADDYI
Registration Number:	6451259	RIGHT TO DESIRE

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: 919-755-2100

Email: tmdocketing@wbd-us.com

Correspondent Name: William S. Fultz

Address Line 1: Womble Bond Dickinson (US) LLP

Address Line 2: 555 Fayetteville Street, Suite 1100

Address Line 4: Raleigh, NORTH CAROLINA 27601

CH \$90.00 4860061

ATTORNEY DOCKET NUMBER:	107088.0001.9
NAME OF SUBMITTER:	Alice Rogers
SIGNATURE:	/Alice Rogers/
DATE SIGNED:	04/14/2023

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 31, 2023 is entered into by Sprout Pharmaceuticals, Inc., a Delaware corporation (the “Grantor”), and Anne Holland and Sandra McGlothlin (each, a “Purchaser Representative” and collectively, the “Purchaser Representatives”), on behalf of the Purchasers (the Purchasers, collectively, the “Secured Party”).

Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement dated as of March 31, 2023, among the Grantor, the Purchaser Representatives and the Purchasers.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted a security interest to the Secured Party in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including without limitation the trademarks listed on Schedule A (“Secured Trademarks”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

(i) Grant of Security Interest.

(a) The Grantor hereby grants to the Secured Party a security interest in, and continuing lien on, all of the Grantor’s right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(c) The Grantor and Secured Party hereby acknowledge and agree that the security interest in the Secured Trademarks is not to be construed as an assignment of any trademark or trademark application.

(ii) Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

(iii) Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Secured Party and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Secured Party, assign any right, duty or obligation hereunder.

(iv) Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument.

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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

Sprout Pharmaceuticals, Inc.,
a Delaware corporation

By: Matthew Petzold

Name: **Matthew Petzold**

Title: **Chief Financial Officer**

PURCHASER REPRESENTATIVE:

By: Elizabeth Anne Holland

Name: Anne Holland

By: Sandra McGlothlin

Name: Sandra McGlothlin

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

Mark	Country	App. Date	App. No.	Reg. Date	Reg. No.
ADDYI	US	Sep-27-2012	85740716	Nov-24-2015	4860061
ADDYI (Stylized)	US	Mar-8-2018	87825927	Oct-9-2018	5580590
RIGHT TO DESIRE	US	Jun-24-2019	88487084	Aug-17-2021	6451259