

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM803305

<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>
APOTEX INC.		04/01/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NOVA SCOTIA		
<b>Street Address:</b>	44 King St West		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H1H1		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6456060	+ PLUS APOTHECARE	
<b>Registration Number:</b>	0681707	'ALKERAN'	
<b>Registration Number:</b>	5941162	ANSWERS	
<b>Registration Number:</b>	2859839	APO	
<b>Registration Number:</b>	5169202	APOBIOLOGIX	
<b>Registration Number:</b>	5135257	APOBIOLOGIX	
<b>Registration Number:</b>	5116756	APOBIOLOGIX	
<b>Registration Number:</b>	5099243	APOPHARMA	
<b>Registration Number:</b>	5875665	APOPHARMA TOTAL CARE	
<b>Registration Number:</b>	5875666	APOPHARMA USA TOTAL CARE	
<b>Registration Number:</b>	5424083	APOSPEAKS	
<b>Registration Number:</b>	1162404	APOTEX	
<b>Serial Number:</b>	88372311	APOTEX 360	
<b>Registration Number:</b>	4989604	APOTEX CONSUMER PRODUCTS	
<b>Registration Number:</b>	2905870	AX	
<b>Registration Number:</b>	5084506	BACKUP PLAN ONESTEP	
<b>Registration Number:</b>	5917678		
<b>Serial Number:</b>	88372301	INFORMED 360	
<b>Registration Number:</b>	5441086	IPHARMACIST	

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Property Type	Number	Word Mark
Serial Number:	88372315	IPHARMACIST 360
Registration Number:	6182360	JUSTWELL.
Registration Number:	5302384	JUSTWELL.
Serial Number:	76712812	OVIMA
Registration Number:	4911721	TRICIRA LO
Registration Number:	6088028	LAGRAXA
Serial Number:	97260684	IPHARMACIST

**CORRESPONDENCE DATA**

**Fax Number:** 3128622200

*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:** 3128622200

**Email:** noreen.gosselin@kirkland.com

**Correspondent Name:** Noreen Gosselin

**Address Line 1:** Kirkland & Ellis LLP

**Address Line 2:** 300 North LaSalle

**Address Line 4:** CHICAGO, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	17680-98
<b>NAME OF SUBMITTER:</b>	NOREEN GOSSELIN
<b>SIGNATURE:</b>	/NOREEN GOSSELIN/
<b>DATE SIGNED:</b>	04/15/2023

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2023 (“Trademark Security Agreement”), made by APOTEX INC., a corporation incorporated under the laws of the Province of Ontario, located at 150 Signet Drive, Toronto, Ontario, Canada M9L 1T9 (“Grantor”), is in favour of THE BANK OF NOVA SCOTIA, as collateral agent (in such capacity, the “Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, Grantor is party to the Canadian Pledge and Security Agreement dated as of April 1, 2023 (the “Canadian Pledge and Security Agreement”) in favour of the Agent, pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Canadian Pledge and Security Agreement); and

WHEREAS, pursuant to the terms of the Canadian Pledge and Security Agreement, Grantor has created in favour of the Agent a security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under each Trademark registration or application set forth on Schedule 1 hereto (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the avoidance of doubt, the foregoing grant is merely a grant of a security interest and shall not be deemed an assignment.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Agent pursuant to the Canadian Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Canadian Pledge and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Canadian Pledge and Security Agreement, the provisions of the Canadian Pledge and Security Agreement shall govern.

The term of this Trademark Security Agreement shall be co-terminus with the Canadian Pledge and Security Agreement.

Grantor hereby authorizes and requests that CIPO and the USPTO, as applicable, record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS COPYRIGHT SECURITY AGREEMENT (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY**

**DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN.**

This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 Trademark Security Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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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 above written.

**APOTEX INC.**

By: \_\_\_\_\_

Name: Gordon Fahner

Title: Secretary

Accepted and Agreed:

**THE BANK OF NOVA SCOTIA, AS AGENT**

By: 

Name: Clement Yu

Title: Director

**TRADEMARKS**Trademark Registrations and ApplicationsUnited States

<b>Trademark</b>	<b>Owner</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>
+ PLUS APOTHECARE	Apotex Inc.	87868203 2018-04-09	6456060 2021-08-17
ALKERAN	Apotex Inc.	72044689 1959-07-14	0681707 1959-07-14
ANSWERS	Apotex Inc.	87870998 2018-04-10	5941162 2019-12-24
APO	Apotex Inc.	76540417 2003-08-25	2859839 2004-07-06
APOBIOLOGIX	Apotex Inc.	86634783 2015-05-19	5169202 2017-03-28
APOBIOLOGIX	Apotex Inc.	86560396 2015-03-11	5135257 2017-02-07
APOBIOLOGIX	Apotex Inc.	85926345 2013-05-08	5116756 2017-01-10
AOPHARMA	Apotex Inc.	86958335 2016-03-30	5099243 2016-12-13
AOPHARMA TOTAL CARE	Apotex Inc.	88149779 2018-10-10	5875665 2019-10-01
AOPHARMA USA TOTAL CARE	Apotex Inc.	88149794 2018-10-10	5875666 2019-10-01
APOSPEAKS	Apotex Inc.	87056199 2016-06-01	5424083 2018-03-13
APOTEX	Apotex Inc.	73162271 1978-03-15	1162404 1981-07-28
APOTEX 360	Apotex Inc.	88372311 2019-04-04	N/A
APOTEX CONSUMER PRODUCTS	Apotex Inc.	86528589 2015-02-09	4989604 2016-06-28
AX	Apotex Inc.	76535727 2003-08-11	2905870 2004-11-30
BACKUP PLAN ONESTEP	Apotex Inc.	85783133 2012-11-19	5084506 2016-11-22
THREE PERSON DESIGN	Apotex Inc.	87871009 2018-04-10	5917678 2019-11-26
INFORMED 360	Apotex Inc.	88372301 2019-04-04	N/A
IPHARMACIST	Apotex Inc.	87194198 2016-10-05	5441086 2018-04-10
IPHARMACIST 360	Apotex Inc.	88372315 2019-04-04	N/A

Trademark	Owner	Application Number/Date	Registration Number/Date
JUSTWELL.	Apotex Inc.	87101246 2016-07-12	6182360 2020-10-27
JUSTWELL.	Apotex Inc.	86958302 2016-03-30	5302384 2017-10-03
OVIMA	Apotex Inc.	76712812 2016-03-08	N/A
TRICIRA LO	Apotex Inc.	85783189 2012-11-19	4911721 2016-03-08
LAGRAXA	Apotex Inc.	87254077 2016-12-01	6088028 2020-06-30
IPHARMACIST	Apotex Inc.	97260684 02-09-2022	N/A

Canada

Trademark	Application Number	Registration Date	Registration Number	Owner
ADVANCING GENERICS	1374917	15-JUN-2012	TMA826400	Apotex Inc.
ALYSENA	1601499	30-APR-2014	TMA876746	Apotex Inc.
AMOXI CLAV	1050326	08-JUL-2002	TMA564402	Apotex Inc.
ANSWERS Logo	1751393	03-NOV-2016	TMA954194	Apotex Inc.
APO	379902	09-JAN-1976	TMA211334	Apotex Inc.
APOASSIST	1844646	09-MAY-2019	TMA1021153	Apotex Inc.
APOBIOLOGIX	1718133	04-MAR-2016	TMA930707	Apotex Inc.
APOBIOLOGIX	1625744	17-SEP-2015	TMA914457	Apotex Inc.
Apobiologix & DESIGN	1734133	19-AUG-2016	TMA946887	Apotex Inc.
APOPHARMA	1767033	14-JUN-2017	TMA973527	Apotex Inc.
APO-SALVENT	556735	04-AUG-1989	TMA359118	Apotex Inc.
APOSPEAKS	1777052	02-JUN-2017	TMA972498	Apotex Inc.
APOTEX	417984	21-MAR-1980	TMA241324	Apotex Inc.
APOTEX 360	1923553	N/A	N/A	Apotex Inc.
APOTEX CONSUMER PRODUCTS	1716129	02-FEB-2018	TMA989998	Apotex Inc.
APOTHECARE & DESIGN	856356	27-MAR-2000	TMA525824	Apotex Inc.
AX DESIGN	693868	18-NOV-1994	TMA435514	Apotex Inc.
BACKUP PLAN ONESTEP	1601514	06-MAY-2016	TMA937125	Apotex Inc.
CRITALFA	1622079	04-JUL-2019	TMA1036043	Apotex Inc.
CRITALFA & DESIGN	1802200	04-JUL-2019	TMA1036053	Apotex Inc.
DISPEDIA	1257266	23-MAY-2008	TMA715098	Apotex Inc.
DISPEDIA DRUG INFORMATION SERVICE	1257267	23-MAY-2008	TMA715099	Apotex Inc.
GRASTOFIL	1707378	04-MAR-2016	TMA930706	Apotex Inc.



Trademark	Application Number	Registration Date	Registration Number	Owner
INFORMED 360	1923579	16-JAN-2023	TMA1160783	Apotex Inc.
iPharmacist	1522507	02-APR-2012	TMA821212	Apotex Inc.
iPharmacist	1151989	09-MAR-2004	TMA604501	Apotex Inc.
IPHARMACIST 360	1923557	N/A	N/A	Apotex Inc.
JUSTWELL & DESIGN	1791011	03-JUL-2019	TMA1035550	Apotex Inc.
JUSTWELL DESIGN	1774258	04-JUL-2019	TMA1036037	Apotex Inc.
LAGRAXA	1809869	04-JUL-2019	TMA1036039	Apotex Inc.
LAPELGA	1717054	06-MAR-2019	TMA1016638	Apotex Inc.
MIRVALA	1601501	30-APR-2014	TMA876747	Apotex Inc.
MYA	1559067	28-NOV-2014	TMA891195	Apotex Inc.
NORMOCARB	892316	12-JUN-2001	TMA546482	Apotex Inc.
OVIMA	1601503	10-JUN-2015	TMA905896	Apotex Inc.
PACE & DESIGN	676283	02-DEC-1994	TMA436518	Apotex Inc.
REPOSSES Design	1751395	03-NOV-2016	TMA954190	Apotex Inc.
STERULES	815006	09-AUG-1999	TMA514104	Apotex Inc.
THREE PERSON Design	1751397	3-NOV-2016	TMA954188	Apotex Inc.
TRICIRA	1601505	04-JUL-2019	TMA1036038	Apotex Inc.
TRICIRA LO	1603025	10-JUN-2015	TMA905897	Apotex Inc.
ZAMINE	1559066	01-MAY-2014	TMA876866	Apotex Inc.
TRI-CIRA	2039020	N/A	N/A	Apotex Inc.
TRI-CIRA LO	2039021	N/A	N/A	Apotex Inc.
ABTUXAR	2007104	30-JUN-21	TMA1103032	Apotex Inc.
BAMTUXI	2007110	30-JUN-21	TMA1103035	Apotex Inc.
ABTUXXI	2007107	30-JUN-21	TMA1103033	Apotex Inc.
BAMBEVI	2007109	30-JUN-21	TMA1103034	Apotex Inc.
BAMBEVI & design	2008079	26-OCT-22	TMA1147685	Apotex Inc.
REMBEVI	2007114	30-JUN-21	TMA1103037	Apotex Inc.
BEVIV	2007111	30-JUN-21	TMA1103036	Apotex Inc.
APOSECURE	2065720	N/A	N/A	Apotex Inc.
IPHARMACIST	2160898	N/A	N/A	Apotex Inc.