

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COSETTE PHARMACEUTICALS, INC.		04/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HAYFIN SERVICES LLP		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6A		
Entity Type:	Limited Liability Partnership: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	97461293	ANUCORT	
Serial Number:	78817373	AZOR	
Serial Number:	77135101	AZOR TABLETS	
Serial Number:	77135102	AZOR TABLETS	
Serial Number:	76151134	BENICAR	
Serial Number:	76322641	BENICAR	
Serial Number:	76322642	BENICAR	
Serial Number:	78138481	BENICAR HCT	
Serial Number:	78323613	BENICAR HCT	
Serial Number:	88384955	C	
Serial Number:	90652692	CLOMID	
Serial Number:	97614408	COMPAZINE	
Serial Number:	77771285		
Serial Number:	78883436	EFFIENT	
Serial Number:	77302610	EFFIENT	
Serial Number:	75837264	EVOXAC	
Serial Number:	77641881	EVOXAC	
Serial Number:	73720378	MIGERGOT	
Serial Number:	97461296	PROMETHEGAN	

CH \$715.00 97461293

Property Type	Number	Word Mark
Serial Number:	77744208	TRIBENZOR
Serial Number:	85416907	TRIBENZOR
Serial Number:	78817367	WELCHOL
Serial Number:	75901091	WELCHOL
Serial Number:	77857972	WELCHOL (COLESEVELAM HCI) FOR ORAL SUSPE
Serial Number:	77857975	WELCHOL (COLESEVELAM HCL) FOR ORAL SUSPE
Serial Number:	78276948	WELCHOL
Serial Number:	77135420	WELCHOL TABLETS (COLESEVELAM HCL)
Serial Number:	77135424	WELCHOL TABLETS (COLESEVELAM HCL)

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Jeremiah Evans

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	33858.003
NAME OF SUBMITTER:	Jeremiah Evans
SIGNATURE:	/Jeremiah Evans/
DATE SIGNED:	04/26/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

April 26, 2023

TRADEMARK SECURITY AGREEMENT, dated as of the date hereof (this "Agreement"), by COSETTE PHARMACEUTICALS, INC., a Delaware corporation (the "Grantor"), in favor of HAYFIN SERVICES LLP, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including without limitation, those Trademarks listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[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.

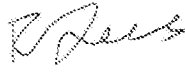
COSETTE PHARMACEUTICALS, INC.

By: *Richard S. Casten*

Name: Richard Casten

Title: Treasurer and Chief Financial Officer



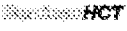
HAYFIN SERVICES LLP,
as Administrative Agent

By: 

Name: Erica Hughes
Title: Authorised Signatory

Schedule I



Trademark Registrations and Applications

Mark	App. No./Reg. No.	App. Date/Reg. Date	Owner
ANUCORT	97461293	June 16, 2022	Cosette Pharmaceuticals, Inc.
AZOR	78817373 3442606	February 17, 2006 June 3, 2008	Cosette Pharmaceuticals, Inc.
AZOR TABLETS and Design 	77135101 3423793	March 20, 2007 May 6, 2008	Cosette Pharmaceuticals, Inc.
AZOR TABLETS and Design 	77135102 3423794	March 20, 2007 May 6, 2008	Cosette Pharmaceuticals, Inc.
BENICAR	76151134 2687164	October 20, 2000 February 11, 2003	Cosette Pharmaceuticals, Inc.
BENICAR and Design 	76322641 2782636	October 9, 2001 November 11, 2003	Cosette Pharmaceuticals, Inc.
BENICAR and Design 	76322642 2798559	October 9, 2001 December 23, 2003	Cosette Pharmaceuticals, Inc.
BENICAR HCT	78138481 2867773	June 25, 2002 July 27, 2004	Cosette Pharmaceuticals, Inc.
BENICAR HCT (Stylized) 	78323613 2928799	November 5, 2003 March 1, 2005	Cosette Pharmaceuticals, Inc.

Mark	App. No./Reg. No.	App. Date/Reg. Date	Owner
C and Design 	88384955 6257705	April 14, 2019 January 26, 2021	Cosette Pharmaceuticals, Inc.
CLOMID	90652692 6896542	April 17, 2021 November 8, 2022	Cosette Pharmaceuticals, Inc.
COMPAZINE	97614408 ¹	September 30, 2022	Cosette Pharmaceuticals, Inc.
Design Only 	77771285 4289294	June 30, 2009 February 12, 2013	Cosette Pharmaceuticals, Inc.
EFFIENT	78883436 3694272	May 15, 2006 October 6, 2009	Cosette Pharmaceuticals, Inc.
EFFIENT and Design 	77302610 3689940	October 12, 2007 September 29, 2009	Cosette Pharmaceuticals, Inc.
EVOXAC	75837264 2579509	November 1, 1999 June 11, 2002	Cosette Pharmaceuticals, Inc.
EVOXAC and Design 	77641881 3736042	December 31, 2008 January 12, 2010	Cosette Pharmaceuticals, Inc.
<u>MIGERGOT</u>	73720378 1508914 ²	April 4, 1988 October 18, 1988	Cosette Pharmaceuticals, Inc.
PROMETHEGAN	97461296	June 16, 2022	Cosette Pharmaceuticals, Inc.

¹ This is an intent-to-use trademark.

Mark	App. No./Reg. No.	App. Date/Reg. Date	Owner
TRIBENZOR	77744208 3982012	May 26, 2009 June 21, 2011	Cosette Pharmaceuticals, Inc.
TRIBENZOR and Design 	85416907 4142005	September 7, 2011 May 15, 2012	Cosette Pharmaceuticals, Inc.
WELCHOL	78817367 3473865	February 17, 2006 July 22, 2008	Cosette Pharmaceuticals, Inc.
WELCHOL	75901091 2493507	January 20, 2000 September 25, 2001	Cosette Pharmaceuticals, Inc.
WELCHOL (COLESEVELAM HCl) FOR ORAL SUSPENSION and Design 	77857972 4020034	October 27, 2009 August 30, 2011	Cosette Pharmaceuticals, Inc.
WELCHOL (COLESEVELAM HCL) FOR ORAL SUSPENSION and Design 	77857975 4020035	October 27, 2009 August 30, 2011	Cosette Pharmaceuticals, Inc.
WELCHOL and Design WELCHOL	78276948 3122563	July 21, 2003 August 1, 2006	Cosette Pharmaceuticals, Inc.
WELCHOL TABLETS (COLESEVELAM HCL) and Design	77135420 3454817	March 20, 2007 June 24, 2008	Cosette Pharmaceuticals, Inc.

Mark	App. No./Reg. No.	App. Date/Reg. Date	Owner
			
<p data-bbox="90 352 318 485">WELCHOL TABLETS (COLESEVELAM HCL) and Design</p> 	<p data-bbox="386 352 505 415">77135424 3454818</p>	<p data-bbox="678 352 865 415">March 20, 2007 June 24, 2008</p>	<p data-bbox="1101 352 1446 384">Cosette Pharmaceuticals, Inc.</p>