

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cosette Pharmaceuticals, Inc.		04/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as Administrative Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97461293	ANUCORT	
Serial Number:	97614408	COMPAZINE	
Serial Number:	73720378	MIGERGOT	
Serial Number:	97461296	PROMETHEGAN	
Registration Number:	6896542	CLOMID	
Serial Number:	88384957	C	
Registration Number:	6257705	C	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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>			
Phone:	4044435604		
Email:	lroberts@mcguirewoods.com		
Correspondent Name:	Lorna M. Roberts, Debt Finance Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2029724-1379		
NAME OF SUBMITTER:	Lorna M. Roberts		
SIGNATURE:	//Lorna M. Roberts//		

OP \$190.00 97461293

DATE SIGNED:	04/27/2023
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Total Attachments: 5

- source=07. Cosette (Avista) - Trademark Security Agreement - Wells (MW) [Executed]#page1.tif
- source=07. Cosette (Avista) - Trademark Security Agreement - Wells (MW) [Executed]#page2.tif
- source=07. Cosette (Avista) - Trademark Security Agreement - Wells (MW) [Executed]#page3.tif
- source=07. Cosette (Avista) - Trademark Security Agreement - Wells (MW) [Executed]#page4.tif
- source=07. Cosette (Avista) - Trademark Security Agreement - Wells (MW) [Executed]#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of April 26, 2023, by and among Cosette Pharmaceuticals, Inc., a Delaware corporation (“Grantor”) and Wells Fargo Bank, N.A., in its capacity as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”).

WITNESSETH:

WHEREAS, Grantor is a party to that certain Guarantee and Collateral Agreement, dated as of February 26, 2019 (as amended by that certain First Amendment to ABL Credit Agreement and First Amendment to Guarantee and Collateral Agreement, dated as of October 25, 2019, by that certain Second Amendment to ABL Credit Agreement, dated as of March 3, 2021, by that certain Third Amendment to ABL Credit Agreement, dated as of May 27, 2021, by that certain Fourth Amendment to ABL Credit Agreement, dated as of July 13, 2021, by that certain Fifth Amendment to ABL Credit Agreement, dated as of January 19, 2023, as supplemented by the Borrower Joinder Agreement, dated as of January 27, 2020, and as further amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Guarantee and Collateral Agreement”), in favor of the Administrative Agent pursuant to which Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all Intellectual Property owned by Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Administrative Agent for itself and the ratable benefit of the Secured Parties a continuing Lien on and security interest in and to all of its right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, which includes Grantor’s rights to: (a) the Trademarks of Grantor, including but not limited to those listed on Schedule I attached hereto and all goodwill associated therewith (excluding any “intent-to-use” trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal Law); (b) the right to obtain all renewals thereof; and (c) all income, royalties, products and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other

impairment thereof, in each case, other than any Excluded Assets (collectively, the “Trademark Collateral”).

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, neither the Administrative Agent nor any Lender shall have any responsibility for the maintenance, prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks that are subject to a security interest hereunder.

SECTION 5. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

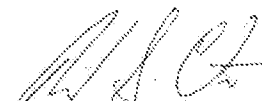
SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. RECORDING. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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:  _____

Name: Richard Casten


Title: Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008053 FRAME: 0544

Accepted and Agreed:

WELLS FARGO BANK, N.A.,
as Administrative Agent

By:  _____
Name: John Sung
Title: Authorized Signatory



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008053 FRAME: 0545

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

TRADEMARK REGISTRATIONS:

Trademarks	Registration / Serial No.	Registration / Filing Date
ANUCORT	97461293	16-June-2022
COMPAZINE	97614408 ¹	30-Sept-2022
<u>MIGERGOT</u>	73720378 1508914	4-Apr-1988 18-Oct-1988
PROMETHEGAN	97461296	16-June-2022
CLOMID	6896542	08-Nov-2022
	88384957	14-Apr-2019
	6257705	26-Jan-2021
Typed Drawing	1508914	18-Oct-1988

¹ This is an intent-to-use trademark.