

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Myriel Pharmaceuticals, LLC		04/26/2023	Limited Liability Company: 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: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97730529	HYZYD	
Serial Number:	97730527	DALMANE	
Serial Number:	97730526	ACEON	
Serial Number:	97730523	AMCILL	
Serial Number:	97730519	MELLARIL	
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, 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//		
DATE SIGNED:	05/04/2023		

OP \$140.00 97730529

Total Attachments: 3

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ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT, dated as of April 26, 2023, made by Myriel Pharmaceuticals, LLC, a Delaware limited liability company (the “Additional Grantor”), in favor of WELLS FARGO BANK, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) party to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H:

WHEREAS, Cosette Pharmaceuticals Intermediate, Inc., a Delaware corporation (“Holdings”), Cosette Pharmaceuticals, Inc., a Delaware corporation (the “Administrative Borrower” and, together with each other Person that becomes a Borrower after the Closing Date pursuant to Section 6.7 of the Credit Agreement, each individually a “Borrower” and collectively, the “Borrowers”), the Lenders and the Administrative Agent have entered into an ABL Credit Agreement, dated as of February 26, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrowers and Holdings have entered into the Guarantee and Collateral Agreement, dated as of February 26, 2019 (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 ratable benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement.

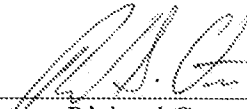
NOW, THEREFORE, IT IS AGREED:

Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.13 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

Governing Law. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

MYRIEL PHARMACEUTICALS, LLC

By: 
Name: Richard Casten
Title: Treasurer and Chief Financial Officer

[Signature Page to Assumption Agreement]

Supplement to Schedule 3

INTELLECTUAL PROPERTY

Patent: None.

Copyright: None.

Trademarks:

Trademarks	Application No.	Application Filing Date
HYZYD	97730529	23-Dec-2022
DALMANE	97730527	23-Dec-2022
ACEON	97730526	23-Dec-2022
AMCILL	97730523	23-Dec-2022
MELLARIL	97730519	23-Dec-2022