

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM808007

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nevakar Injectables Inc.		05/04/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	H.I.G. Bio - Nevakar, L.P.		
<b>Street Address:</b>	1450 Brickell Ave., 31st Floor		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5024098	NEVAKAR	
<b>Registration Number:</b>	5128464	REPOSITIONING DRUGS FOR A BETTER OUTCOME	
<b>Registration Number:</b>	5466189	QUALITY WITHOUT BORDERS	
<b>Registration Number:</b>	6702564	NUPHARMING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2132897727		
<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>			
<b>Phone:</b>	2134262623		
<b>Email:</b>	measonpriest@goodwinlaw.com		
<b>Correspondent Name:</b>	Michele Eason-Priest/Goodwin Procter LLP		
<b>Address Line 1:</b>	601 S Figueroa St Fl 41		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	122826.380713		
<b>NAME OF SUBMITTER:</b>	Michele Eason-Priest		
<b>SIGNATURE:</b>	/s/ Michele Eason-Priest		
<b>DATE SIGNED:</b>	05/04/2023		
<b>Total Attachments: 5</b>			
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source=Nevakar - Trademark Security Agreement (Nevakar Injectables Inc.) (HIG) (Executed)#page3.tif  
source=Nevakar - Trademark Security Agreement (Nevakar Injectables Inc.) (HIG) (Executed)#page4.tif  
source=Nevakar - Trademark Security Agreement (Nevakar Injectables Inc.) (HIG) (Executed)#page5.tif

## **Trademark Security Agreement**

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) is made effective as of May 4, 2023, by and from Nevakar Injectables Inc., a Delaware corporation (the “*Grantor*”), to and in favor of H.I.G. Bio-Nevakar, L.P. (the “*Grantee*”).

WHEREAS, the Grantor and the Grantee have entered into an Amended and Restated Funding Agreement dated as of May 4, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “*Amended and Restated Funding Agreement*”).

WHEREAS, the Grantor has entered into an Amended and Restated Security Agreement in favor of the Grantee dated as of May 4, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, the Grantor owns the trademarks listed on Schedule A attached hereto (the “*Trademarks*”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Amended and Restated Funding Agreement or the Security Agreement.

2. The Security Interest.

(a) This Trademark Security Agreement is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Trademark Security Agreement.

(b) The Grantor hereby pledges and grants to the Grantee a security interest in all of the Grantor’s right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (i) the trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, listed on Schedule A hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future

infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.

3. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

4. Recordation. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

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IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement effective as of the date first written above.

**Nevakar Injectables Inc.**

DocuSigned by:  
*Navneet Puri*  
By: \_\_\_\_\_  
Name: Navneet Puri  
Title: Chairman

**H.I.G. Bio – Nevakar, L.P.**


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement effective as of the date first written above.

**Nevakar Injectables Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**H.I.G. Bio – Nevakar, L.P.**

By:  \_\_\_\_\_  
Name: Richard Siegel  
Title: Authorized Signatory

**Schedule A**

**Trademarks**

<u>Owner</u>	<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>	<u>Jurisdiction</u>
Nevakar Injectables Inc.	NEVAKAR	5,024,098	August 16, 2016	US
Nevakar Injectables Inc.	REPOSITIONING DRUGS FOR A BETTER OUTCOME	5,128,464	January 24, 2017	US
Nevakar Injectables Inc.	QUALITY WITHOUT BORDERS	5,466,189	May 8, 2018	US
Nevakar Injectables Inc.	NuPharming	6,702,564	April 12, 2022	US