

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		05/30/2023	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	COVIS PHARMA GMBH		
Street Address:	Grafenauweg 12		
City:	Zug		
State/Country:	SWITZERLAND		
Postal Code:	6301		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2911749	ALTOPREV	
Registration Number:	3573087	ALVESCO	
Registration Number:	2860362	ALVESCO	
Registration Number:	1504551	BETAPACE	
Registration Number:	2711659	BETAPACE AF	
Registration Number:	4756220	COVIS	
Registration Number:	4193537	COVIS PHARMA	
Registration Number:	3650673		
Registration Number:	3574160	OMNARIS	
Registration Number:	1866694	RILUTEK	
Registration Number:	1939088	SULAR	
Registration Number:	4206289	ZETONNA	
Registration Number:	2383531	ZANAFLEX	
Registration Number:	3341341	ZANAFLEX CAPSULES	
Registration Number:	5186751	A	
Registration Number:	5191928	A AMAG ASSIST	
Registration Number:	4002635	AMAG PHARMACEUTICALS	
Registration Number:	3949095	AMAG PHARMACEUTICALS	
Registration Number:	5171813	AMAG PHARMACEUTICALS	

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Property Type	Number	Word Mark
Registration Number:	3706009	FERAHEME
Registration Number:	4509702	FERAHEME FERUMOXYTOL INJECTION
Registration Number:	4046878	MAKENA
Registration Number:	4151045	MAKENA CARE CONNECTION
Registration Number:	5611101	
Registration Number:	5142315	MY ADHERENCE PROGRAM
Registration Number:	5148294	MY ADHERENCE PROGRAM

CORRESPONDENCE DATA

Fax Number: 2124920239

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) 373-3071

Email: cmeredithgoujon@paulweiss.com, mmcguire@paulweiss.com

Correspondent Name: Claudine Meredith-Goujon

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	022989-013
NAME OF SUBMITTER:	Claudine Meredith-Goujon
SIGNATURE:	/Claudine Meredith-Goujon/
DATE SIGNED:	06/02/2023

Total Attachments: 6

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Release of Security Interest in Intellectual Property (Second Lien)

RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN), dated as of May 30, 2023 (this “*Release*”), made by BARCLAYS BANK PLC, as Collateral Agent (as defined below), in favor of COVIS PHARMA GMBH, a company incorporated under the laws of Switzerland, with its registered seat in Zug at Grafenauweg 12, 6301 Zug, Switzerland registered under number CHE 403-495-189 (the “*Pledgor*”).

WHEREAS, reference is made to (1) the U.S. Collateral Agreement (Second Lien), dated as of February 18, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among COVIS US FINCO, LLC, a Delaware limited liability company (the “*Co-Borrower*”), each U.S. Subsidiary Loan Party and Specified Pledgor identified therein, the Pledgor and Barclays Bank PLC, as collateral agent (together with its successors and assigns in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined therein), and (2) the Restructuring Support Agreement, dated as of March 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Restructuring Agreement*”) among, inter alios, each U.S. Subsidiary Loan Party and Specified Pledgor identified therein, the Pledgor and the Collateral Agent.

WHEREAS, under the terms of the Collateral Agreement, the Pledgor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property and have executed and delivered the Notice of Grant of Security Interest in Intellectual Property (Second Lien), dated as of February 18, 2022 with the Collateral Agent (the “*Trademark Security Agreement*”). The Trademark Security Agreement was recorded on March 14, 2022, at Reel: 007659, Frame: 0555.

NOW THEREFORE, for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Collateral Agreement or Restructuring Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement and Section 1.2 of the Restructuring Agreement also apply to this Release.

SECTION 2. *Release of Security Interest*. The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and discharges fully, without representation, warranty or recourse, its lien on and continuing security interest in and to all of the right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including all Trademarks listed on Schedule I. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, on behalf of the Secured Parties, without representation, warranty or recourse, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Pledgor.

SECTION 3. **Termination.** The Collateral Agent, on behalf of the Secured Parties, without representation, warranty or recourse, terminates and cancels the Trademark Security Agreement.

SECTION 4. **Recordation and Further Assurances.** The Collateral Agent authorizes the Commissioner of Trademarks and any other government officials or agency to record and register this Release upon request by Pledgor or any of Pledgor's authorized representatives. The Collateral Agent agrees to take all further actions, and provide to the Pledgor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor, at the Pledgor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release, in each case without representation, warranty or recourse.

SECTION 5. **Counterparts.** This Release may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Release by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Release and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 6. **Governing Law.** THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Release as of the day and year first above written.

BARCLAYS BANK PLC,
as Collateral Agent,

By: 
Name: Thierry Ormejuste
Title: Assistant Vice President

Schedule I
to Release of Security Interest in Trademarks (Second Lien)

Trademarks Owned by Covis Pharma GmbH

Mark	Country	Serial NO. / Filing Date	Reg. No. / Reg. Date	Status	Owner
ALTOPREV	United States	78236828 11-APR-2003	2911749 14-DEC-2004	Registered	COVIS PHARMA GMBH
ALVESCO	United States	77074621 02-JAN-2007	3573087 10-FEB-2009	Registered	COVIS PHARMA GMBH
ALVESCO	United States	78282980 04-AUG-2003	2860362 06-JUL-2004	Registered	COVIS PHARMA GMBH
BETAPACE	United States	73701175 15-DEC-1987	1504551 20-SEP-1988	Registered	COVIS PHARMA GMBH
BETAPACE AF	United States	75817196 06-OCT-1999	2711659 29-APR-2003	Registered	COVIS PHARMA GMBH
COVIS	United States	85500624 21-DEC-2011	4756220 16-JUN-2015	Registered	COVIS PHARMA GMBH
COVIS PHARMA	United States	85463181 03-NOV-2011	4193537 21-AUG-2012	Registered	COVIS PHARMA GMBH
Design Only	United States	77635826 18-DEC-2008	3650673 07-JUL-2009	Registered	COVIS PHARMA GMBH

Mark	Country	Serial NO. / Filing Date	Reg. No. / Reg. Date	Status	Owner
OMNARIS	United States	78949782 10-AUG-2006	3574160 10-FEB-2009	Registered	COVIS PHARMA GMBH
RILUTEK	United States	74451450 26-OCT-1993	1866694 13-DEC-1994	Registered	COVIS PHARMA GMBH
SULAR	United States	74322049 13-OCT-1992	1939088 05-DEC-1995	Registered	COVIS PHARMA GMBH
ZETONNA	United States	77790189 27-JUL-2009	4206289 11-SEP-2012	Registered	COVIS PHARMA GMBH
ZANAFLEX	United States	75186534 15-OCT-1996	238531 05-SEP-2000	Registered	COVIS PHARMA GMBH
ZANAFLEX CAPSULES	United States	78713378 15-SEP-2005	3341341 20-NOV-2007	Registered	COVIS PHARMA GMBH
A logo	United States	86035599 12-AUG-2013	5186751 18-APR-2017	Registered	COVIS PHARMA GMBH
AMAG ASSIST logo	United States	86702064 23-JUL-2015	5191928 25-APR-2017	Registered	COVIS PHARMA GMBH
AMAG PHARMACEUTICALS	United States	77159921 18-APR-2007	4002635 26-JUL-2011	Registered	COVIS PHARMA GMBH

Mark	Country	Serial NO. / Filing Date	Reg. No. / Reg. Date	Status	Owner
AMAG PHARMACEUTICALS	United States	77980168 18-APR-2007	3949095 19-APR-2011	Registered	COVIS PHARMA GMBH
AMAG PHARMACEUTICALS logo	United States	86035596 12-AUG-2013	5171813 28-MAR-2017	Registered	COVIS PHARMA GMBH
FERAHEME	United States	77368571 10-JAN-2008	3706009 03-NOV-2009	Registered	COVIS PHARMA GMBH
FERAHEME FERUMOXYTOL INJECTION logo	United States	85968862 25-JUN-2013	4509702 08-APR-2014	Registered	COVIS PHARMA GMBH
MAKENA	United States	85187580 30-NOV-2010	4046878 25-OCT-2011	Registered	COVIS PHARMA GMBH
MAKENA CARE CONNECTION	United States	85204158 22-DEC-2010	4151045 29-MAY-2012	Registered	COVIS PHARMA GMBH
MCC HEART LOGO	United States	87864276 05-APR-2018	5611101 20-NOV-2018	Registered	COVIS PHARMA GMBH
MY ADHERENCE PROGRAM	United States	86538701 18-FEB-2015	5142315 14-FEB-2017	Registered	COVIS PHARMA GMBH
MY ADHERENCE PROGRAM logo	United States	87025917 05-MAY-2016	5148294 21-FEB-2017	Registered	COVIS PHARMA GMBH

TRADEMARK

REEL: 008090 FRAME: 0758

RECORDED: 06/02/2023