

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMP Development LLC		06/23/2023	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	First Horizon Bank		
Street Address:	211 FRANKLIN ROAD		
Internal Address:	SUITE 300		
City:	BRENTWOOD		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Banking Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97677613	AMTYLIQ	
Serial Number:	90126710	TADLIQ	
CORRESPONDENCE DATA			
Fax Number:	6157426293		
<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:	(615) 742-6200		
Email:	trademarks@bassberry.com		
Correspondent Name:	Bass Berry & Sims		
Address Line 1:	150 Third Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
NAME OF SUBMITTER:	Vicky Bantug		
SIGNATURE:	/Vicky Bantug/		
DATE SIGNED:	07/05/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Supplemental Intellectual Property Collateral)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 23, 2023 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by the undersigned (the “Grantor”) in favor of First Horizon Bank, a Tennessee banking corporation formally known as First Tennessee Bank National Association, as administrative agent for itself and the Lenders (in such capacity, the “Administrative Agent”) under the Credit Agreement.

RECITALS

WHEREAS, pursuant to (i) that certain Amended and Restated Credit Agreement dated May 12, 2022 by and among CMP PHARMA, INC., a North Carolina corporation (the “Borrower”), CMP ACQUISITION COMPANY LLC, a Delaware limited liability company (“Parent Guarantor”), the banks and other financial institutions or entities (the “Lenders”) from time to time parties thereto and Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and (ii) that certain Second Amended and Restated Guarantee and Collateral Agreement of even date herewith by and among CMP Development LLC, a Delaware limited liability company and Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “CMP Development Guarantee and Collateral Agreement”); capitalized terms not otherwise defined herein and not otherwise noted parenthetically as being defined in other agreements shall have the meanings set forth in the Credit Agreement, the Lenders have agreed to make and continue to make certain extensions of credit to the Borrower under the Credit Agreement, all as more specifically described therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make and continue to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor executes and delivers this Intellectual Property Security Agreement to the Administrative Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, the Grantor desires to execute this Intellectual Property Security Agreement to satisfy the condition described in the preceding paragraph.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. GRANT OF SECURITY. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in and to all of Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (as defined in the CMP Development Guarantee and Collateral Agreement):

(a) (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent to use” trademark application for which a statement of use has not yet been filed (but only until such statement is filed with, and accepted by, the United States Patent and Trademark Office or the equivalent thereof in any jurisdiction)), including, without limitation, each trademark registration and application for trademark registration identified in Schedule 1, (2) the right to obtain all renewals thereof, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (1) all letters patent, all reissues and extensions thereof, including, without limitation, any of the foregoing identified in Schedule 2, (2) all applications for letters patent and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing identified in Schedule 2, (3) all rights to obtain any reissues or extensions of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, and (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) (collectively, the “Patents”);

(c) (1) all copyrights, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all copyright registrations, and applications for copyright registrations identified in Schedule 3, (2) the right to obtain all renewals thereof, (3) the rights to print, publish and distribute any of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (6) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the “Copyrights”);

(d) (1) all Patent Licenses, Trademark Licenses, and Copyright Licenses, as defined in the Guarantee and Collateral Agreement or the CMP Development Guarantee and Collateral Agreement, as applicable (except to the extent any such Patent License, Trademark License or Copyright License constitutes Excluded Intellectual Property, as defined in the Guarantee and Collateral Agreement or the CMP Development Guarantee and Collateral Agreement, as applicable, (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(e) all right, title and interest of CMP Pharma, Inc. (“CMP”) in and to the Security Interest (defined below) pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated December 1, 2017, whereby CMP Development LLC (“CMP Development”) has granted to CMP a continuing security interest in certain Intellectual Property Collateral (as defined therein), including, without limitation, the CAROSPIR trademark identified on Schedule 1 and the patents identified on Schedule 2 (the “Security Interest”); and

(f) any and all proceeds of the foregoing.

SECTION 2. RECORDATION. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. GOVERNING LAW. Unless otherwise expressly set forth herein, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York (including Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) without reference to the conflicts or choice of law principles thereof other than such Section 5-1401, except to the extent that the laws of a particular jurisdiction other than the State of New York govern the perfection, priority or enforcement of liens on and security interests in the Collateral.

SECTION 5. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Guarantee and Collateral Agreement or the CMP Development Guarantee and Collateral Agreement, as applicable. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement or the CMP Development Guarantee and Collateral Agreement, as applicable, and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the CMP Development Guarantee and Collateral Agreement, as applicable, or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the CMP Development Guarantee and Collateral Agreement, as applicable, or the Credit Agreement shall govern.

SECTION 6. AMENDMENT AND RESTATEMENT. This Intellectual Property Security Agreement supplements that certain Amendment and Restated Intellectual Property Security Agreement dated May 12, 2022, executed by Grantor and certain affiliates of Grantor in favor of the Administrative Agent (the “ARISPA”). The ARISPA continues to remain in full force and effect in all respects.

[Signature Page Follows]

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

CMP DEVELOPMENT LLC

By: 
Name: Gerald Sakowski
Title: Chief Executive Officer

Schedule 1 to Amended and Restated Intellectual Property Security Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No. / Registration No.</u>	<u>Application / Registration Date</u>
CMP Development LLC	AMTYLIQ	US	97/677,613	11/15/22
CMP Development LLC	TADLIQ	US	90/126,710	8/20/20

Schedule 2 to Amended and Restated Intellectual Property Security Agreement

REGISTERED PATENTS AND PATENT APPLICATIONS

Title	Pat. App. No.	Filing Date	Pat. No.	Issue Date	Pat. Expiry	Comments†
Spironolactone aqueous compositions	17/111,578	12/04/20	11491166	11/8/22	10/28/36	CaroSpir® OB-listed
Spironolactone aqueous composition	17/383,770	07/23/21	11389461	7/19/22	10/28/36	CaroSpir® OB-listed
Spironolactone aqueous compositions	17/383,761	07/23/21	11395828	7/26/22	10/28/36	CaroSpir® OB-listed

Schedule 3 to Amended and Restated Intellectual Property Security Agreement

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

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