

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841165

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCILEX HOLDING COMPANY		09/21/2023	Corporation: DELAWARE
SCILEX PHARMACEUTICALS INC.		09/21/2023	Corporation: DELAWARE
SEMNUR PHARMACEUTICALS, INC.		09/21/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACQUIOM AGENCY SERVICES LLC, as Agent		
<b>Street Address:</b>	950 17th Street, Suite 1400		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5646630	ZTLIDO	
<b>Registration Number:</b>	6056193	RESPONSIBLE BY DESIGN	
<b>Registration Number:</b>	5603109	SCILEX	
<b>Registration Number:</b>	7155669	ELYXYB	
<b>Serial Number:</b>	97729580	SEMNUR PHARMACEUTICALS	
<b>Serial Number:</b>	97729579	SEMDEXA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	212-969-3000		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Matthew Koch, Associate		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		

CH \$165.00 5646630

<b>ATTORNEY DOCKET NUMBER:</b>	87173.001
<b>NAME OF SUBMITTER:</b>	Matthew Koch
<b>SIGNATURE:</b>	/Matthew Koch/
<b>DATE SIGNED:</b>	09/21/2023

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”) is entered into as of September 21, 2023 by and among Scilex Holding Company, a Delaware corporation (“*Company*”) each of the entities listed on the signature pages hereof as a Grantor (together with Company, each a “*Grantor*” and, collectively the “*Grantors*”) and Acquiom Agency Services LLC, a Colorado limited liability company in its capacity as collateral agent (in such capacity, and together with its successors and assigns, the “*Agent*”) for the holders of the Company’s Senior Secured Promissory Note due March 21, 2025 (the “*Note*”) and all Additional Notes (as defined in the Note and, collectively with the Note, the “*Notes*”).

### RECITALS

WHEREAS, pursuant to the Note Purchase Agreement (as defined in the Note), Oramed Pharmaceuticals, Inc. (the “*Initial Purchaser*”) has agreed to extend financing to the Company pursuant to the terms of the Notes and the other Transaction Documents (as defined in the Note Purchase Agreement);

WHEREAS, in order to induce the Initial Purchaser to extend the loan evidenced by the Note, Agent and Grantors have executed a Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used but not defined herein shall have the meaning given to such terms in the Security Agreement), pursuant to which each Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in, among other things, its Intellectual Property constituting Collateral (collectively, the “*Intellectual Property Collateral*”) to secure the prompt payment, performance and discharge in full of all of the Grantors’ obligations under the Notes and other Transaction Documents (as defined in the Note Purchase Agreement); and

WHEREAS, Agent and each Grantor desire to enter into this Agreement to more fully evidence the Agent’s security interests in the Intellectual Property Collateral.

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

### AGREEMENT

- (1) **Grant of Security Interest.** To secure its obligations to the Agent and the other Secured Parties, each Grantor grants and pledges to Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all Intellectual Property Collateral, including, without limitation:
  - (a) the registered copyrights set forth on *Exhibit A* attached hereto (the “*Copyrights*”);
  - (b) the registered patents and patent applications set forth on *Exhibit B* attached hereto (the “*Patents*”);

- (c) the registered trademarks set forth on *Exhibit C* attached hereto (the “*Trademarks*”);
  - (d) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; and
  - (e) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents.
- (2) **Recordation.** Each Grantor authorizes the Office of the Commissioner for Patents, the Office of the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.
  - (3) **Transaction Documents.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreement. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided in the Security Agreement and the other Transaction Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. In the event of any conflicts between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.
  - (4) **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.
  - (5) **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
  - (6) **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
  - (7) **Amendments; Waivers.** No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed by each of the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed by their respective authorized signatories as of the date first written above.

**GRANTORS:**

**SCILEX HOLDING COMPANY**

By: DocuSigned by:  
Jaisim Shah  
B0D4A47EB94C412...  
Name: Jaisim Shah  
Title: Chief Executive Officer and President

**SCILEX PHARMACEUTICALS INC.**

By: DocuSigned by:  
Jaisim Shah  
B0D4A47EB94C412...  
Name: Jaisim Shah  
Title: Chief Executive Officer and Secretary

**SEMNUR PHARMACEUTICALS, INC.**

By: DocuSigned by:  
Jaisim Shah  
B0D4A47EB94C412...  
Name: Jaisim Shah  
Title: Chief Executive Officer and President

*[Signature Page to Intellectual Property Security Agreement]*

**AGENT:**

**ACQUIOM AGENCY SERVICES LLC, as Agent**

By: *Beth Cesari*

Name: Beth Cesari

Title: Senior Director

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK  
REEL: 008206 FRAME: 0976**

**EXHIBIT A**

**Copyrights**

None.

*Exhibit A to  
Intellectual Property Security Agreement*

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**TRADEMARK  
REEL: 008206 FRAME: 0977**

## EXHIBIT B

### Patents

#### Scilex Holding Company Owned US Applications and Patents

Country	Application No.	App. Date	Registration No.	Reg. Date	Title/Mark	Owner(s)
United States of America	18/296,247	10/5/2021			ORAL DELAYED BURST FORMULATION OF LOW-DOSE NALTREXONE OR NALOXONE AND METHODS FOR TREATING FIBROMYALGIA AND LONG COVID	Scilex Holding Company
United States of America	15/167,922	5/27/2016	9,572,819	2/21/2017	ORAL COMPOSITION OF CELECOXIB FOR TREATMENT OF PAIN	Scilex Holding Company
United States of America	15/374,951	12/9/2016	9,795,620	10/24/2017	ORAL COMPOSITION OF CELECOXIB FOR TREATMENT OF PAIN	Scilex Holding Company
United States of America	15/712,415	9/22/2017	9,949,990	4/24/2018	ORAL COMPOSITION OF CELECOXIB FOR TREATMENT OF PAIN	Scilex Holding Company
United States of America	15/922,170	3/15/2018	10,376,527	8/13/2019	ORAL COMPOSITION OF CELECOXIB FOR TREATMENT OF PAIN	Scilex Holding Company
United States of America	15/922,353	3/15/2018	10,799,517	10/13/2020	ORAL COMPOSITION OF CELECOXIB FOR TREATMENT OF PAIN	Scilex Holding Company
United States of America	17/471,858	9/10/2021			ORAL COMPOSITION OF CELECOXIB FOR TREATMENT OF PAIN	Scilex Holding Company
United States of America	15/607,216	5/26/2017	10,722,456	7/28/2020	ORAL COMPOSITION OF CELECOXIB FOR TREATMENT OF PAIN	Scilex Holding Company
United States of America	18/160,878	1/27/2023			ORAL COMPOSITION OF CELECOXIB FOR TREATMENT OF PAIN	Scilex Holding Company
United States of America	17/562,229	12/27/2021			METHODS OF TREATING PAIN	Scilex Holding Company

*Exhibit B to  
Intellectual Property Security Agreement*



**Semnur Pharmaceuticals, Inc. Owned US Patents and Applications**

<b>Country</b>	<b>Application No.</b>	<b>App. Date</b>	<b>Registration No.</b>	<b>Reg. Date</b>	<b>Title/Mark</b>	<b>Owners</b>
United States of America	14/162,625	1/23/2014	9,833,460	12/5/2017	PHARMACEUTICAL FORMULATION	Semnur Pharmaceuticals, Inc.
United States of America	15/798,053	10/30/2017	10,744,144	8/18/2020	PHARMACEUTICAL FORMULATION	Semnur Pharmaceuticals, Inc.
United States of America	16/921,628	7/6/2020	11,364,251	6/21/2022	PHARMACEUTICAL FORMULATION	Semnur Pharmaceuticals, Inc.
United States of America	17/741,729	5/11/2022			METHODS OF TREATING INFLAMMATION AND/OR PAIN	Semnur Pharmaceuticals, Inc.
United States of America	15/545,204	1/20/2016	10,500,284	12/10/2019	PHARMACEUTICAL FORMULATION	Semnur Pharmaceuticals, Inc.
United States of America	15/907,057	2/27/2018	10,117,938	11/6/2018	PHARMACEUTICAL FORMULATION	Semnur Pharmaceuticals, Inc.
United States of America	16/667,297	10/29/2019	11,020,485	6/1/2021	PHARMACEUTICAL FORMULATION	Semnur Pharmaceuticals, Inc.
United States of America	17/244,348	4/29/2021			PHARMACEUTICAL FORMULATION	Semnur Pharmaceuticals, Inc.

*Exhibit B to  
Intellectual Property Security Agreement*

## EXHIBIT C

### Trademarks

#### Scilex Holding Company and Scilex Pharmaceuticals, Inc. Owned US Trademark Applications and Registrations

Country	Application No.	App. Date	Registration No.	Reg. Date	Title/Mark	Owner(s)
United States of America	87772307	1/26/2018	5646630	1/8/2019	ZTLIDO	Scilex Pharmaceuticals, Inc.
United States of America	88236613	12/20/2018	6056193	5/19/2020	RESPONSIBLE BY DESIGN	Scilex Pharmaceuticals, Inc
United States of America	87717751	12/12/2017	5603109	11/6/2018	SCILEX	Scilex Pharmaceuticals, Inc
United States of America	97518332	7/25/2022	7155669	9/5/2023	ELYXYB	Scilex Holding Company <sup>1</sup>

#### Semnur Pharmaceuticals, Inc. Owned US Trademark Applications and Registrations

Country	Application No.	App. Date	Registration No.	Reg. Date	Title/Mark	Owner(s)
United States of America	97729580	12/22/2022			SEMNUR PHARMACEUTICALS	Semnur Pharmaceuticals, Inc
United States of America	97729579	12/22/2022			SEMDEXA	Semnur Pharmaceuticals, Inc

<sup>1</sup> Corrective assignment to be executed and recorded.

*Exhibit C to  
Intellectual Property Security Agreement*