

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856133

| | | | |
|----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Grant of Security Interest in Trademarks | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RVL Pharmaceuticals, Inc. | | 11/22/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Athyrium Opportunities IV Acquisition LP, as Administrative Agent | | |
| Street Address: | 505 Fifth Avenue, Floor 18 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6207415 | UPNEEQ | |
| Registration Number: | 6402543 | UPNEEQ | |
| Registration Number: | 6336843 | UPNEEQ | |
| Serial Number: | 90314754 | U | |
| Serial Number: | 90281158 | UPNEEQ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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: | 2136207848 | | |
| Email: | iprecordations@whitecase.com | | |
| Correspondent Name: | Justine Lu/White & Case LLP | | |
| Address Line 1: | 555 South Flower Street, Suite 2700 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071 | | |
| ATTORNEY DOCKET NUMBER: | 1175343-0003-S216 | | |
| NAME OF SUBMITTER: | Justine Lu | | |
| SIGNATURE: | /Justine Lu/ | | |
| DATE SIGNED: | 11/27/2023 | | |

CH \$140.00 6207415

Total Attachments: 17

source=RVL - Grant of Security Interest in Trademarks Executed (002)#page1.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page2.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page3.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page4.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page5.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page6.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page7.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page8.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page9.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page10.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page11.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page12.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page13.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page14.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page15.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page16.tif
source=RVL - Grant of Security Interest in Trademarks Executed (002)#page17.tif

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of November 22, 2023 (as the same may be amended, modified, restated or supplemented from time to time, the “Security Agreement”) by RVL Pharmaceuticals, Inc. (each a “Grantor” and collectively, the “Grantors”) and Athyrium Opportunities IV Acquisition LP, as Administrative Agent (the “Administrative Agent”) and Collateral Agent for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks, trademark licenses and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties, excluding, for the purposes of this paragraph, any intent-to-use trademark application filed prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks, trademark licenses and trademark applications granted herein (i) may only be terminated in accordance with the terms of the Security Agreement, (ii) is not to be construed as an assignment of any trademark, trademark license or trademark application.

[Signature pages follow]

Very truly yours,

RVL PHARMACEUTICALS, INC.,
a Delaware Corporation

By _____
DocuSigned by:
Brian Markison
5A4061E20B5844E...
Name: Brian Markison
Title: President and Chief Executive Officer

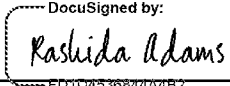
Acknowledged and Accepted:

ADMINISTRATIVE AGENT AND COLLTERAL AGENT:

ATHYRIUM OPPORTUNITIES IV ACQUISITION LP,
a Delaware limited partnership






By: ATHYRIUM OPPORTUNITIES ASSOCIATES IV LP, its General Partner






By: ATHYRIUM OPPORTUNITIES ASSOCIATES IV GP LLC, the General Partner of Athyrium
Opportunities Associates IV LP






By:  _____
Name: Rashida Adams
Title: Authorized Signatory






RVL Pharmaceuticals, Inc.






Schedule 1






| Item No. | Country | Mark | Application No. / Application Date | Registration No. / Registration Date | Owner |
|----------|------------|---|---------------------------------------|---|---------------------------|
| | Argentina | U & Tear Drop Design  | 4010146 5/5/21 | | RVL Pharmaceuticals, Inc. |
| | Armenia | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Australia | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Azerbaijan | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Belarus | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |






| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|----------------------|---|--------------------------------------|--|---------------------------|
| | Brazil | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Brunei Darussalam | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Cambodia | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Canada | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Chile | U & Tear Drop Design  | 1440533 5/11/21 | | RVL Pharmaceuticals, Inc. |






| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|----------------|---|--------------------------------------|--|---------------------------|
| | China | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | China | U & Tear Drop Design  | 55554319 4/25/21 | | RVL Pharmaceuticals, Inc. |
| | Colombia | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | European Union | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Georgia | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |




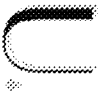


| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|--------------------------------|--|--------------------------------------|--|---------------------------|
| | Hong Kong |  U & Tear Drop Design | 305588858 4/10/21 | | RVL Pharmaceuticals, Inc. |
| | Iceland |  U & Tear Drop Design | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | India |  U & Tear Drop Design | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Indonesia |  U & Tear Drop Design | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | International Bureau (WIPO) |  U & Tear Drop Design | A0107460 4/8/21 | 1594683 6/3/21 | RVL Pharmaceuticals, Inc. |

| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|------------|---|--------------------------------------|--|---------------------------|
| | Japan | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Japan | U & Tear Drop Design  | 202148201 4/20/21 | | RVL Pharmaceuticals, Inc. |
| | Kazakhstan | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Laos | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Macao | U & Tear Drop Design  | 182455 5/11/21 | | RVL Pharmaceuticals, Inc. |

| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|-------------|---|--------------------------------------|--|---------------------------|
| | Malaysia | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Mexico | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Morocco | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | New Zealand | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Norway | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |

| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|-----------------------|---|--------------------------------------|--|---------------------------|
| | Philippines | U & Tear Drop Design  | A0107460 4/8/21 | | RVL Pharmaceuticals, Inc. |
| | Republic of Korea | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Republic of Korea | U & Tear Drop Design  | 40202185856 4/26/21 | | RVL Pharmaceuticals, Inc. |
| | Russian Federation | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Serbia | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |

| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|---------------|---|--------------------------------------|--|---------------------------|
| | Singapore | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Switzerland | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Taiwan R.O.C. | U & Tear Drop Design  | 110033239 5/11/21 | | RVL Pharmaceuticals, Inc. |
| | Thailand | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Turkey | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |



| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|----------------|---|--------------------------------------|--|---------------------------|
| | Ukraine | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | United Kingdom | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | United States | U and Design  | 90/314,754 11/12/20 | | RVL Pharmaceuticals, Inc. |
| | Uzbekistan | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Vietnam | U & Tear Drop Design  | A0107460 4/8/21 | 1594683 | RVL Pharmaceuticals, Inc. |
| | Argentina | UPNEEQ  | 3913727 7/20/20 | | RVL Pharmaceuticals, Inc. |
| | Armenia | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |

| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|----------------------|--------|--------------------------------------|--|---------------------------|
| | Australia | UPNEEQ | A0097307 6/9/20 | 1540337 7/16/20 | RVL Pharmaceuticals, Inc. |
| | Azerbaijan | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Belarus | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Brazil | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Brunei Darussalam | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Cambodia | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Canada | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Chile | UPNEEQ | 1363783 7/17/20 | | RVL Pharmaceuticals, Inc. |
| | China | UPNEEQ | A0097307 6/9/20 | 1540337 7/16/20 | RVL Pharmaceuticals, Inc. |
| | China | UPNEEQ | 47250960 6/15/20 | | RVL Pharmaceuticals, Inc. |
| | Colombia | UPNEEQ | A0097307 6/9/20 | 1540337 7/16/20 | RVL Pharmaceuticals, Inc. |

| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|-----------------------------|--------|--------------------------------------|--|---------------------------|
| | European Union | UPNEEQ | A0097307 6/9/20 | 1540337 7/16/20 | RVL Pharmaceuticals, Inc. |
| | Georgia | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Hong Kong | UPNEEQ | 305299255 6/10/20 | 305299255 10/23/20 | RVL Pharmaceuticals, Inc. |
| | Iceland | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | India | UPNEEQ | A0097307 6/9/20 | 1540337 7/16/20 | RVL Pharmaceuticals, Inc. |
| | Indonesia | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | International Bureau (WIPO) | UPNEEQ | A0097307 6/9/20 | 1540337 7/16/20 | RVL Pharmaceuticals, Inc. |
| | Japan | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Japan | UPNEEQ | 202073611 6/15/20 | 6324647 12/3/20 | RVL Pharmaceuticals, Inc. |
| | Kazakhstan | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Kuwait | UPNEEQ | 2021/004383 4/8/21 | | RVL Pharmaceuticals, Inc. |

| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|-----------------------|--------|--------------------------------------|--|---------------------------|
| | Laos | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Macao | UPNEEQ | N178670 1/26/21 | | RVL Pharmaceuticals, Inc. |
| | Malaysia | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Mexico | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Morocco | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | New Zealand | UPNEEQ | A0097307 6/9/20 | 1540337 7/16/20 | RVL Pharmaceuticals, Inc. |
| | Norway | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Philippines | UPNEEQ | A0097307 6/9/20 | 1540337 7/16/20 | RVL Pharmaceuticals, Inc. |
| | Republic of Korea | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Republic of Korea | UPNEEQ | 40-2020-101533 6/16/20 | | RVL Pharmaceuticals, Inc. |
| | Russian Federation | UPNEEQ | A0097307 6/9/20 | 1540337 7/16/20 | RVL Pharmaceuticals, Inc. |

| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|-------------------------|--------|--------------------------------------|--|---------------------------|
| | Saudi Arabia | UPNEEQ | 281504 3/22/21 | 1442025015 6/3/21 | RVL Pharmaceuticals, Inc. |
| | Serbia | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Singapore | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Switzerland | UPNEEQ | A0097307 6/9/20 | 1540337 7/16/20 | RVL Pharmaceuticals, Inc. |
| | Taiwan R.O.C. | UPNEEQ | 109047713 7/15/20 | | RVL Pharmaceuticals, Inc. |
| | Thailand | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Turkey | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Ukraine | UPNEEQ | A0097307 6/9/20 | | RVL Pharmaceuticals, Inc. |
| | United Arab Emirates | UPNEEQ | 336561 9/29/20 | 336561 1/25/21 | RVL Pharmaceuticals, Inc. |
| | United Kingdom | UPNEEQ | A0097307 6/9/20 | 1540337 7/16/20 | RVL Pharmaceuticals, Inc. |
| | United Kingdom | UPNEEQ | UK00801540337 6/9/20 | UK00801540337 12/3/20 | RVL Pharmaceuticals, Inc. |

| Item No. | Country | Mark | Application No./ Application Date | Registration No./ Registration Date | Owner |
|----------|---------------|--|--------------------------------------|--|---------------------------|
| | United States | UPNEEQ | 88/791,296 2/10/20 | 6207415 11/24/20 | RVL Pharmaceuticals, Inc. |
| | United States | UPNEEQ | 90/244,070 10/9/20 | 6402543 6/29/21 | RVL Pharmaceuticals, Inc. |
| | Uzbekistan | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | Vietnam | UPNEEQ | A0097307 6/9/20 | 1540337 | RVL Pharmaceuticals, Inc. |
| | United States | UPNEEQ & Design  | 90/045,944 4/27/21 | 6336843 4/27/21 | RVL Pharmaceuticals, Inc. |
| | United States | UPNEEQ & Design  | 90/281,158 10/27/20 | | RVL Pharmaceuticals, Inc. |

TRADEMARK

REEL: 008269 FRAME: 0024

RECORDED: 11/27/2023