

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866427

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|----------------------------------|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | FIRST SUPPLEMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MELINTA THERAPEUTICS, LLC | | 01/04/2024 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZEN'S BANK & TRUST COMPANY | | |
| Street Address: | 75 N. Fair Oaks Avenue (CLAS PAS-04-02) | | |
| City: | Pasadena | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91103 | | |
| Entity Type: | Corporation: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 7183185 | REZZAYO | |
| Serial Number: | 97698066 | REZZAYO | |
| 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: | 8004945225 | | |
| Email: | ipteam@coagencyglobal.com | | |
| Correspondent Name: | Stewart Walsh | | |
| Address Line 1: | 1025 Connecticut Ave NW, Suite 712 | | |
| Address Line 2: | COGENCY GLOBAL Inc. | | |
| Address Line 4: | Washington, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 2233329 TM | | |
| NAME OF SUBMITTER: | Gwendolyn Meccas | | |
| SIGNATURE: | /Gwendolyn Meccas/ | | |
| DATE SIGNED: | 01/08/2024 | | |
| Total Attachments: 3 | | | |

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TRADEMARK

REEL: 008310 FRAME: 0554

FIRST SUPPLEMENT TO
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT

This First Supplement to Amended and Restated Intellectual Property Security Agreement (this “*Supplement*”) is made as of January 4, 2024 by **MELINTA THERAPEUTICS, LLC**, a Delaware limited liability company (“**Grantor**”) in favor of **SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZEN’S BANK & TRUST COMPANY** (“**Bank**”).

WHEREAS, Grantor executed and delivered that certain Amended and Restated Intellectual Property Security Agreement dated August 23, 2022 (as amended of record from time to time hereinafter, the “*IP Agreement*”), in favor of Bank, pursuant to which Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral, which was recorded with (i) the Patent division of the United States Patent and Trademark Office on August 25, 2022 at Reel 061314, Frame 0459 and (ii) the Trademark division of the United States Patent and Trademark Office on August 25, 2022 at Reel 7830, Frame 0001; and

WHEREAS, Grantor has developed additional trademark and trademark applications (“**Trademarks**”), and desires to confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of Bank.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

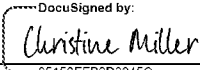
1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Supplement to Exhibit C. Exhibit C to the IP Agreement is hereby supplemented, but not replaced, by Exhibit C-1 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

GRANTOR:

MELINTA THERAPEUTICS, LLC

By:  _____
Name: Christine Ann Miller
Title: President and Chief Executive Officer

[Signature page to First Supplement to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008310 FRAME: 0556

EXHIBIT C-1

Trademarks and Trademark Applications

| Trademark | Country Name | App. No. | App. Date | Reg. No. | Reg. Date |
|------------------|--------------------------|-----------------|------------------|-----------------|------------------|
| REZZAYO | United States of America | 88718579 | 12/06/2019 | 7183185 | 10/03/2023 |
| REZZAYO | United States of America | 97698066 | 11/30/2022 | | |