

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI132156

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aphena Pharma Solutions Holdings, Inc.		03/29/2024	Corporation: DELAWARE
Aphena Pharma Solutions – Maryland, LLC		03/29/2024	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Company Name:</b>	Great Rock Capital Partners Management, LLC
<b>Street Address:</b>	285 Riverside Avenue
<b>City:</b>	Westport
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06880
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4110056	APHENA
Registration Number:	4106729	
Registration Number:	4106728	
Registration Number:	4106727	
Registration Number:	4106726	APHENA
Registration Number:	4106725	APHENA
Registration Number:	5192117	SERICA
Registration Number:	7250440	SERICA
Serial Number:	90568509	EVERCLEAR
Serial Number:	88958181	EVERCLEAR MEDICATED VAPOR INHALER
Serial Number:	88958113	EVERCLEAR

## CORRESPONDENCE DATA

Fax Number:

*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: 2155695619

Email: pecsenye@blankrome.com

TRADEMARK

REEL: 008384 FRAME: 0530

**Correspondent Name:** Timothy D. Pecsénye  
**Address Line 1:** One Logan Square, 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** 159335-00001

**NAME OF SUBMITTER:** KATHERINE HOLLENBECK

**SIGNATURE:** KATHERINE HOLLENBECK

**DATE SIGNED:** 03/29/2024

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 29, 2024, (this “**Agreement**”), among APHENA PHARMA SOLUTIONS HOLDINGS, INC., a Delaware corporation (“**Parent**”), APHENA PHARMA SOLUTIONS – MARYLAND, LLC, a Delaware limited liability company (“**Aphena Maryland**”; and together with Parent any other Grantors from time to time party hereto, collectively, the “**Grantors**” and each a “**Grantor**”), and GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, as administrative agent (in such capacity, together with its successors and assigns, if any, in such capacity, “**Agent**”) for the Lenders under the below defined Loan Agreement.

Reference is made to that Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), by and among Aphena Maryland, APHENA MIDCO, LLC., a Delaware limited liability company (“**Midco**”), Parent, APHENA PHARMA SOLUTIONS - TENNESSEE, LLC, a Tennessee limited liability company (“**Aphena Tennessee**”; and together with Aphena Maryland, Midco, Parent and each other Person that becomes a party thereto as a “**Borrower**” in accordance with the terms and conditions thereof, each a “**Borrower**” and collectively, the “**Borrowers**”), any Person that becomes a party thereto as a “**Guarantor**” from time to time (each a “**Guarantor**” and collectively, the “**Guarantors**”), the lenders from time to time party thereto (each of such lenders, together with its successors and permitted assigns, a “**Lender**” and collectively, the “**Lenders**”), and Agent. The Lenders have agreed to make certain loans to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lenders to make such loans are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Loan Agreement and the Security Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks and service marks (including common law trademarks and service marks), trademark and service mark registrations and applications therefor, trade names, logos, brand names, slogans, product names, and other source identifiers (including all goodwill arising from the use of or associated with any of the foregoing) and trademark licenses, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all rights and privileges arising under applicable law with respect to such Grantor’s use of any Trademarks;

(c) all extensions and renewals thereof and amendments thereto;

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;

(e) all rights corresponding thereto throughout the world; and

(f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

excluding, in each case of (a) through (f) any United States intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, 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 federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflicting terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. This Agreement may be executed by signatures delivered by facsimile or other method of electronic communication, each of which shall be fully binding on the signing party.

SECTION 5. Governing Law, Consent to Jurisdiction, and Jury Trial Waiver. **THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 10.15 AND 10.16 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS.***

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**GRANTOR:**

APHENA PHARMA SOLUTIONS  
HOLDINGS, INC.

DocuSigned by:  
By: Patrick G. Min  
19A28086E97D43B...  
Name: Patrick G. Min  
Title: Chief Financial Officer

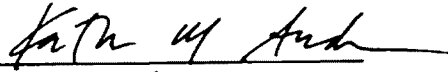
APHENA PHARMA SOLUTIONS –  
MARYLAND, LLC

DocuSigned by:  
By: Patrick G. Min  
19A28086E97D43B...  
Name: Patrick G. Min  
Title: Chief Financial Officer

(Signatures Continued from Previous Page)

**AGENT:**

**GREAT ROCK CAPITAL PARTNERS  
MANAGEMENT, LLC**

By: 

Name: Kathleen Auda

Title: Chief Risk Officer

[Signature Page to Trademark Security Agreement]

**Schedule I**

**Trademarks**

<b>Loan Party</b>	<b>Trademark Title</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Aphena Pharma Solutions Holdings, Inc.	APHENA	N/A	4110056	N/A	03/06/2012
Aphena Pharma Solutions Holdings, Inc.	Design Only	N/A	4106729	N/A	02/28/2012
Aphena Pharma Solutions Holdings, Inc.	Design Only	N/A	4106728	N/A	02/28/2012
Aphena Pharma Solutions Holdings, Inc.	Design Only	N/A	4106727	N/A	02/28/2012
Aphena Pharma Solutions Holdings, Inc.	APHENA	N/A	4106726	N/A	02/28/2012
Aphena Pharma Solutions Holdings, Inc.	APHENA	N/A	4106725	N/A	02/28/2012
Aphena Pharma Solutions – Maryland, LLC	SERICA	N/A	5192117	N/A	04/25/2017
Aphena Pharma Solutions – Maryland, LLC	Serica	N/A	7250440	N/A	12/19/2023
Aphena Pharma Solutions Holdings, Inc.	EverClear	90568509	N/A	03/09/2021	N/A
Aphena Pharma Solutions Holdings, Inc.	EverClear Medicated Vapor Inhaler	88958181	N/A	06/10/2020	N/A
Aphena Pharma Solutions Holdings, Inc.	EverClear	88958113	N/A	06/10/2020	N/A