

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM526294

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		05/29/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cempra Pharmaceuticals, Inc.		
Street Address:	44 Whippany Road, 2nd floor		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	Corporation DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86870002	SOLOXERA	
Serial Number:	86550373	S-STRIP	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Alexandra Awai		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122063.00010 AA/BLS		
NAME OF SUBMITTER:	Alexandra Awai		
SIGNATURE:	/Alexandra Awai/		
DATE SIGNED:	06/04/2019		
Total Attachments: 28			
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May 29, 2019

Melinta Therapeutics, Inc.
Cempra Pharmaceuticals, Inc.
300 Tri State International
Suite 200
Lincolnshire, Illinois 60069

Ladies and Gentlemen:

Reference is made to that certain Facility Agreement, dated as of January 5, 2018 (the “**Facility Agreement**”), by and among Melinta Therapeutics, Inc., a Delaware corporation (together with Cempra Pharmaceuticals, Inc., the “**Borrower**”), the other Loan Parties and the Lenders party thereto, and Cortland Capital Market Services LLC, as Agent for itself and the other Lenders (the “**Agent**”), and that certain Guaranty and Security Agreement and accompanying Patent Security Agreement and Trademark Security Agreement, each dated as of January 5, 2018, by and among the Borrower, the other Grantors and Guarantors party thereto, and the Agent (collectively, the “**Security Agreement**” and together with the Facility Agreement, the “**Loan Documents**”). Capitalized terms used and not otherwise defined in this letter agreement shall have the respective meanings given them in the Loan Documents.

We understand that the Borrower is selling the Released Collateral (as defined below) to Tetard, Inc., a Delaware corporation (the “**Purchaser**”), pursuant to the Solithromycin Purchase Agreement (as defined below) (the “**Disposition**”). The Borrower represents and warrants to the Agent and the other Secured Parties that (a) all conditions and requirements of subsection (l) of the definition of “Permitted Dispositions” in the Facility Agreement have been fully satisfied and completed, (b) this letter agreement (including, for the avoidance of doubt, the information set forth herein and on Schedule A attached hereto) does not contain any material non-public information with respect to the Borrower or its securities, (c) the Solithromycin Purchase Agreement has not been amended, restated, supplemented or otherwise modified (and no such amendment, restatement, supplement or other modification is currently being contemplated), and (d) the Borrower has granted the Agent (for the benefit of the Secured Parties) a first priority Lien in the Borrower’s rights under the Solithromycin Purchase Agreement and such assignment is not prohibited by the terms of the Solithromycin Purchase Agreement (all such conditions, requirements and provisions set forth in clauses (a) through (d) above in this paragraph, the “**Conditions Precedent**”).

In connection with the Disposition, the Purchaser has requested that the Agent release the Released Collateral from the operation of the Security Agreement and the Liens created thereby in accordance with Section 8.16(b) of the Security Agreement. In connection therewith, effective upon (i) Closing (as such term is defined in that certain Asset Purchase Agreement dated May 8, 2019 by and between the Borrower and Tetard, Inc. (the “**Solithromycin Purchase Agreement**”)) and (ii) full satisfaction and completion of the Conditions Precedent, the parties hereto agree as follows:

1. The Agent, without representation, warranty or recourse, hereby releases its Lien and security interest created under the Security Agreement in favor of the Agent and the Lenders in all of the Borrower’s and Grantors’ right, title and interest in, to or under any and all of the Collateral identified on Schedule A attached hereto, which are being sold by the Borrower to Purchaser pursuant to the terms of the Solithromycin Purchase Agreement (the “**Released Collateral**”); provided that, notwithstanding anything to the contrary herein and for the avoidance of doubt, any proceeds, compensation or other property being received by the Borrower or any other Grantor pursuant to the Disposition or the terms of the Solithromycin Purchase Agreement (and the Borrower’s rights under the Solithromycin Purchase Agreement) shall not be part of the Released Collateral, and all such proceeds, compensation and other property (and the Borrower’s rights under the Solithromycin Purchase Agreement) shall continue to be Collateral and continue to serve as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.
2. The Agent agrees to procure, deliver or execute and deliver to the Borrower and/or the Purchaser, from time to time, all further releases, termination statements, certificates, instruments and documents, each in form and substance reasonably satisfactory to the Agent, the Borrower and the Purchaser, and take any other actions, as may be reasonably requested by the Borrower and/or the Purchaser, or which are required to evidence the consummation of the release contemplated hereby, in each case at the expense of the Borrower (including reasonable attorneys’ fees and expenses).

3. The Agent hereby authorizes the Borrower, or any other party on behalf of the Borrower, to prepare and file termination statements, intellectual property releases and other instruments and documents, each in form and substance reasonably satisfactory to the Agent, to effect the foregoing releases in the appropriate recording and filing offices.

4. It is expressly agreed and understood that this is a partial release and that it shall in no manner release, affect or impair the Liens and security interests in favor of the Agent or any other Secured Party, under the Security Agreement or otherwise, against any Collateral other than the Released Collateral. Except as expressly set forth herein, all terms and conditions of the Security Agreement and each other Loan Document shall remain in full force and effect.

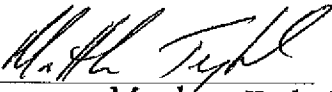
5. The Agent acknowledges that the Purchaser is entitled to rely on this letter agreement.

6. This letter agreement (a) shall be governed by and construed in accordance with the internal laws of the State of New York, (b) may be executed in one or more counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument, (c) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated orally or otherwise, except in writing signed by each such party, and (d) shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this letter agreement as of the date first set out above.

CORTLAND CAPITAL MARKET SERVICES LLC

By: 
Name: Matthew Trybula
Title: Associate Counsel

ACKNOWLEDGED AND AGREED:

CEMPRA PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

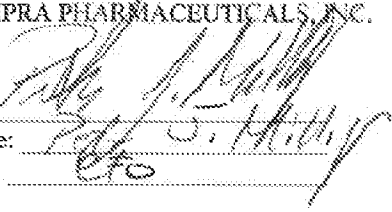
IN WITNESS WHEREOF, the Parties hereto have executed this letter agreement as of the date first set out above.

CORTLAND CAPITAL MARKET SERVICES LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

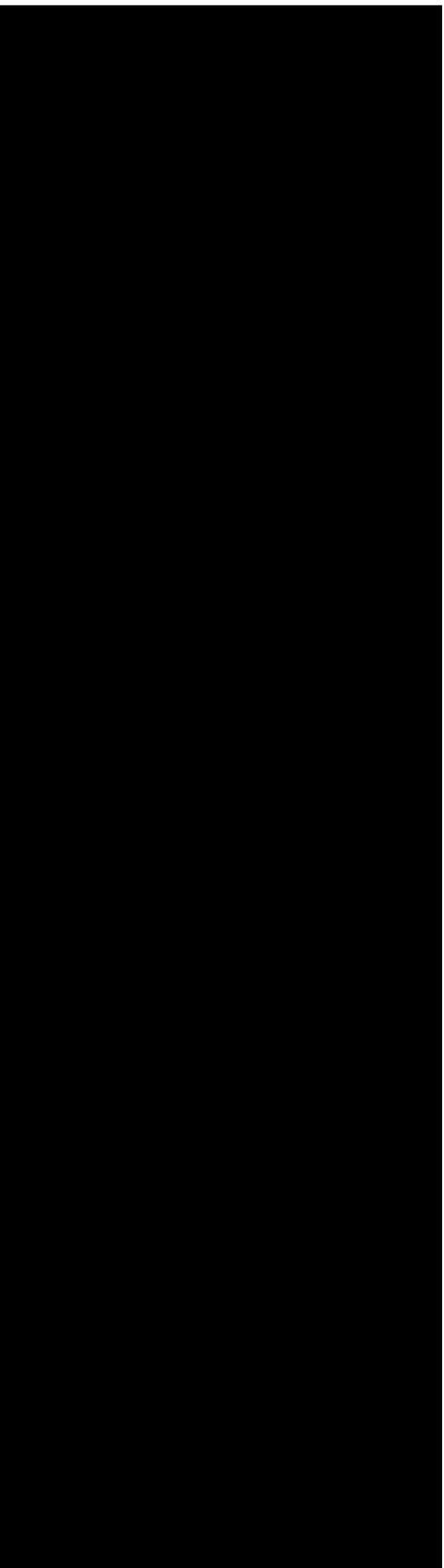
CEMPRA PHARMACEUTICALS, INC.

By: 
Name: _____
Title: CEO

SCHEDULE A

The Released Collateral consists of:

Region	Application No.	Filing Date	Patent No.	Title
USA	12/739,652	Apr 23, 2010	9,453,042	Process for the Preparation of Macrolide Antibacterial Agents
USA	15/262,277	Sep 12, 2016	10,131,684	Process for the Preparation of Macrolide Antibacterial Agents
USA	16/155,939	10-Oct-2018		Process for the Preparation of Macrolide Antibacterial Agents



Region	Application No.	Filing Date	Patent No.	Title
USA	13/125,555	Apr 21, 2011	8,796,232	Methods for Treating Resistant Diseases Using Triazole Containing Macrolides
USA	14/309,202	Jun 19, 2014	9901592	Methods for Treating Resistant Diseases Using Triazole Containing Macrolides
USA	15/875187	19-Jan-2018		Methods for Treating Resistant Diseases Using Triazole Containing Macrolides

Region	Application No.	Filing Date	Patent No.	Title
USA	13/125,550	Apr 21, 2011	9,072,759	Biodefenses Using Triazole-Containing Macrolides
USA	14/725,247	May 29, 2015	9,669,046	Biodefenses Using Triazole-Containing Macrolides

Region	Application No.	Filing Date	Patent No.	Title
[REDACTED]				

Region	Application No.	Filing Date	Patent No.	Title
USA	13/125,551	Apr 21, 2011	8,791,080	Methods for Treating Gastrointestinal Diseases
USA	14/309,178	Jun 19, 2014	9,439,918	Methods for Treating Gastrointestinal Diseases
USA	13/596,875	28-Aug-2012	9937194	Compounds and Methods for Treating Inflammatory Diseases
USA	15/904,882	26-Feb-2018		Compounds and Methods for Treating Inflammatory Diseases
USA	13/395,255	Mar 9, 2012	9,480,679	Methods of Treating Malaria, Tuberculosis and MAC Diseases

Region	Application No.	Filing Date	Patent No.	Title
USA	15/918,098	12-Mar-2018		Parenteral Formulations of Macrolide Antibiotics

Region	Application No.	Filing Date	Patent No.	Title
USA	13/636,510	Sep 21, 2012	8,975,386	Crystalline Forms of a Macrolide, and Uses Therefor
USA	13/900147	May 22, 2013	8,759,500	Crystalline Forms of a Macrolide, and Uses Therefor
USA	15/904,826	26-Feb-2018		Crystalline Forms of a Macrolide, and Uses Therefor

Region	Application No.	Filing Date	Patent No.	Title
[REDACTED]				

Region	Application No.	Filing Date	Patent No.	Title
USA	13/699020	Nov 19, 2012	9,051,346	Process for preparing triazole-containing ketolide antibiotics
USA	15/913650	6-Mar-2018		Processes for Preparing Macrolides and Ketolides and Intermediates Therefor

Region	Application No.	Filing Date	Patent No.	Title
[REDACTED]				

Region	Application No.	Filing Date	Patent No.	Title
USA	13/821,314	Mar 7, 2013	9,815,863	Hydrogen Bond Forming Fluoro Ketolides for Treating Diseases
USA	14/387,643	Sep 24, 2014	10188674	Parenteral Formulations for Administering Macrolide Antibiotics
USA	16/205,445	30-Nov-2018		Parenteral Formulations for Administering Macrolide Antibiotics

Region	Application No.	Filing Date	Patent No.	Title
[REDACTED]				

Region	Application No.	Filing Date	Patent No.	Title
USA	14774788	11-Sep-2015	9861616	Methods for Treating Respiratory Diseases and Formulations Therefor

Region	Application No.	Filing Date	Patent No.	Title
[REDACTED]				

Region	Application No.	Filing Date	Patent No.	Title
USA	14774843	Sep 11, 2015	US9751908B2	Convergent Processes For Preparing Macrolide Antibacterial Agents
USA	15/899,844	20-Feb-2018		Convergent Processes For Preparing Macrolide Antibacterial Agents

Region	Application No.	Filing Date	Patent No.	Title
[REDACTED]				

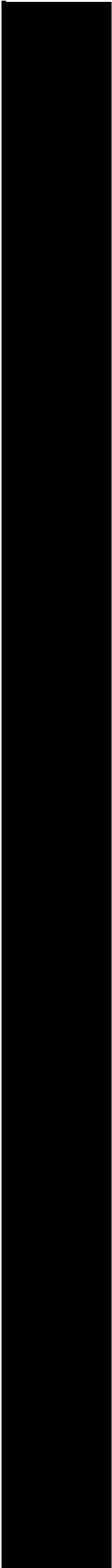
Region	Application No.	Filing Date	Patent No.	Title
USA	16/130,217	3-Sep-2018		Powder Oral Suspension Formulations of Antibacterial Agents

Region	Application No.	Filing Date	Patent No.	Title
[REDACTED]				

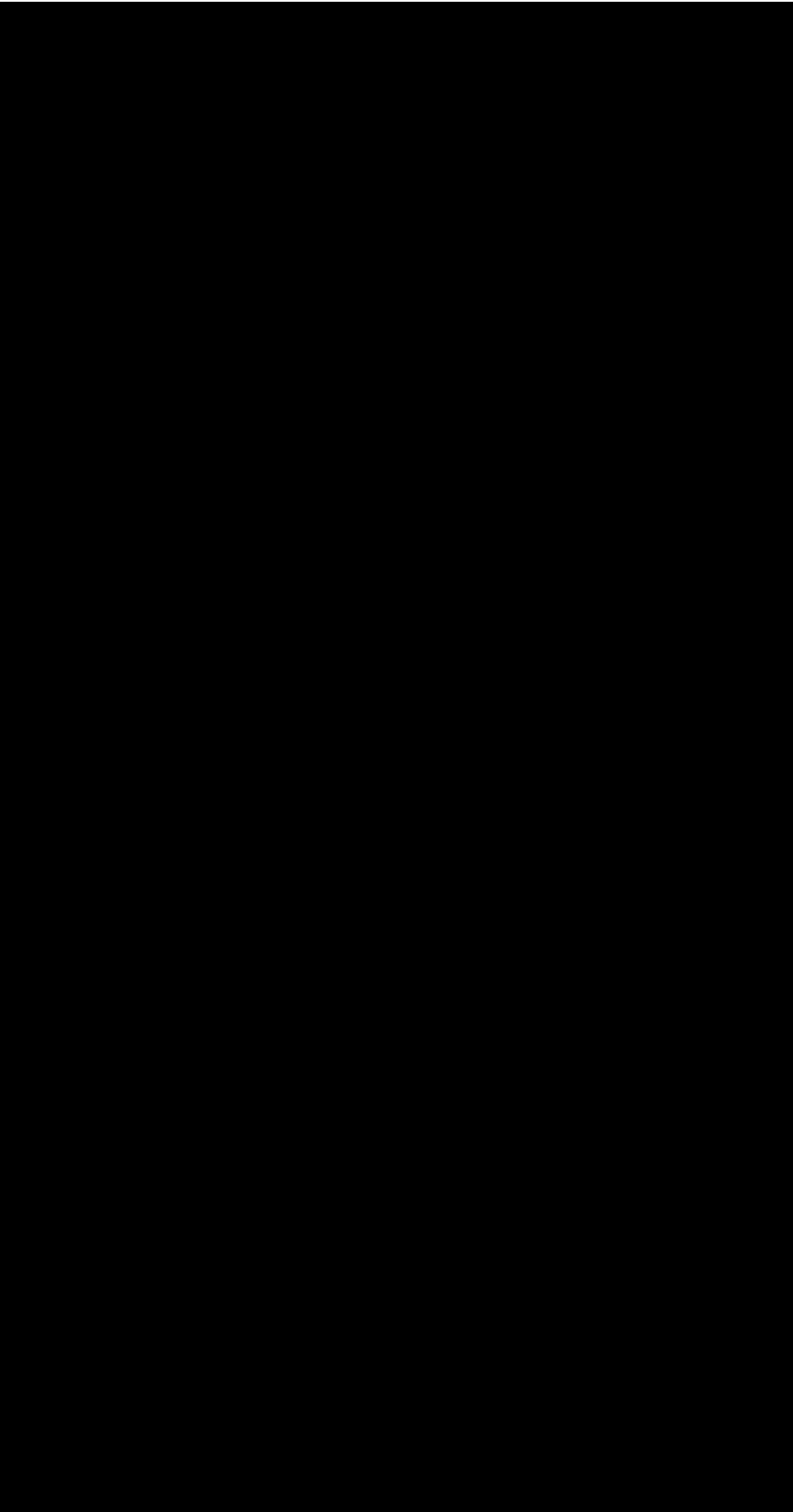
Region	Application No.	Filing Date	Patent No.	Title
PCT	PCT/US18/18523	16-Feb-2018		Triazole-Containing Macrolides and Ophthalmic Uses Therefor
PCT	PCT/US18/21304	7-Mar-2018		Methods and Compositions for Treating Eye Diseases
US	15555701	5-Sep-2017		Process for Preparing Fluorinated Ketolide Antibiotics

Region	Application No.	Filing Date	Patent No.	Title
[REDACTED]				

Region	Application No.	Filing Date	Patent No.	Title
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Region	Application No.	Filing Date	Registration No.	Registration Date	Mark
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Region	Application No.	Filing Date	Registration No.	Registration Date	Mark
[REDACTED]					

Region	Application No.	Filing Date	Registration No.	Registration Date	Mark
United States	86/870,002	1/8/2016			SOLOXERA

Region	Application No.	Filing Date	Registration No.	Registration Date	Mark
United States	86/550,373	3/2/2015			S-STRIP

TRADEMARK

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RECORDED: 06/04/2019