

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saturn Newco LLC		12/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sterling National Bank		
Street Address:	One Jericho Plaza		
Internal Address:	3rd Floor		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4088937	MU ASSISTANT	
CORRESPONDENCE DATA			
Fax Number:	3129800728		
<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:	312-269-8000		
Email:	marden@nge.com		
Correspondent Name:	Thomas C. McDonough		
Address Line 1:	Two North LaSalle Street, Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	031453.0007		
NAME OF SUBMITTER:	Thomas C. McDonough		
SIGNATURE:	/Thomas C. McDonough/		
DATE SIGNED:	12/31/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this "Agreement"), dated as of December 18, 2020, is by and between STERLING NATIONAL BANK, a national banking association (together with its successors and assigns, the "Secured Party") and Saturn Newco LLC, a Delaware limited liability company, as grantor (the "Grantor").

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as the date hereof (amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by and among Azara Intermediate Holdco LLC, a Delaware limited liability company, Azara Healthcare, LLC, a Delaware limited liability company (each, a "Borrower", and collectively, the "Borrowers"), the other loan parties thereto, and the Secured Party, among other things, the Secured Party has agreed to make certain loans to the Borrowers. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement

WHEREAS, the Secured Party is willing to extend and to continue to extend financial accommodations to the Borrowers, but only upon the condition, among others, that the Grantor shall grant to the Secured Party a security interest in certain Copyrights, Patents and Trademarks owned by Grantor to secure the obligations of Grantor under the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the other Loan Documents now existing or hereafter arising, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the Obligations, the Grantor grants and pledges to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, respectively, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party under the Loan Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan

Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

3. The Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights constituting Collateral in connection to which the Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for such intellectual property rights that have been abandoned prior to the Effective Date and any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, with the United States Patent and Trademark Office.

4. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Secured Party.

5. **THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.**

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Saturn Newco LLC
c/o Azara Healthcare, LLC
70 Blanchard Road
Burlington, MA 01803
Attn: Jeffrey A. Brandes

SATURN NEWCO LLC

By: 

Name: Naile Kovuk

Title: Secretary

SECURED PARTY:

Address of Secured Party:

Sterling National Bank
One Jericho Plaza
3rd Floor
Jericho, NY 11753
Attention: Group Head, Innovation Finance;

STERLING NATIONAL BANK

By: _____

Name: John B. Hoesley

Title: Senior Managing Director

with a copy to:

Sterling National Bank
21 Scarsdale Road
Yonkers, NY 10707
Attention: General Counsel

and

Sterling National Bank
4117 N. Hermitage
Chicago, IL 60613
Attention: John B. Hoesley

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Saturn Newco LLC
c/o Azara Healthcare, LLC
70 Blanchard Road
Burlington, MA 01803
Attn: Jeffrey A. Brandes

SATURN NEWCO LLC

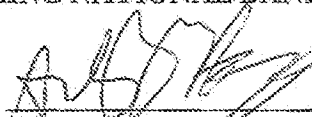
By: _____
Name: Naile Kovuk
Title: Secretary

SECURED PARTY:

Address of Secured Party:

Sterling National Bank
One Jericho Plaza
3rd Floor
Jericho, NY 11753
Attention: Group Head, Innovation Finance;

STERLING NATIONAL BANK

By: 
Name: John B. Hoesley
Title: Senior Managing Director

with a copy to:

Sterling National Bank
21 Scarsdale Road
Yonkers, NY 10707
Attention: General Counsel

and

Sterling National Bank
4117 N. Hermitage
Chicago, IL 60613
Attention: John B. Hoesley

EXHIBIT A
COPYRIGHTS

None

EXHIBIT B

PATENTS

None

EXHIBIT C
TRADEMARKS

Mark	Serial No.	Registration No
MU Assistant	85193586	4,088,937