

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knopp Biosciences LLC		04/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AMERICAN MONEY MANAGEMENT CORPORATION		
Street Address:	301 East Fourth St.		
Internal Address:	27th floor		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4092643	KNOPP	
Registration Number:	4094876		
Registration Number:	4092645	KNOPP BIOSCIENCES	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<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:	5135796590		
Email:	mmusekamp@kmklaw.com		
Correspondent Name:	Mark Eric Musekamp		
Address Line 1:	1 E. 4th St., Ste. 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	AM5800FI0108		
NAME OF SUBMITTER:	Mark E. Musekamp		
SIGNATURE:	/Mark E. Musekamp/		
DATE SIGNED:	04/12/2021		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of April 9, 2021, is made by the parties listed on the signature page hereof (each a “Grantor”) in favor of AMERICAN MONEY MANAGEMENT CORPORATION (the “Agent”), as Agent for the Lenders under that certain Credit Agreement dated as of April 9, 2021 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Knopp Biosciences LLC, a Delaware limited liability company, the Lenders and Agent.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered to Agent that certain Guaranty and Security Agreement dated as of April 9, 2021, made by and among each of the signatories thereto, in favor of Agent for the benefit of the Lenders (the “Guaranty and Security Agreement”; capitalized terms used but not defined herein shall have the meanings given to them in the Guaranty and Security Agreement); and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement, each Grantor authorized Agent to file this short form agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with Agent as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to Agent for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “IP Collateral”):

(a) all (i) letters patent of the United States or any political subdivision thereof, (ii) applications for letters patent of the United States, and (iii) reissues, divisions, continuations and continuations-in-part, or extensions thereof, including, without limitation, any of the foregoing listed on Schedule 1 hereof and (iv) all rights to obtain any reissues or extensions of the foregoing (the “Patents”);

(b) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed on Schedule 2 hereof, and (ii) the right to obtain all renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, in any media, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule 3 hereof), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of the United States or any political subdivision thereof;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Guaranty and Security Agreement, which is hereby incorporated by reference. The provisions of the Guaranty and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Guaranty and Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

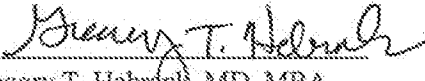
4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement and any party hereto may execute this IP Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this IP Security by facsimile transmission or equivalent electronic transmission (including .pdf format) shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KNOPP BIOSCIENCES LLC

By 
Name: Gregory T. Hebrank, MD, MBA
Title: EVP, Corporate Operations &
Finance, Secretary, Treasurer

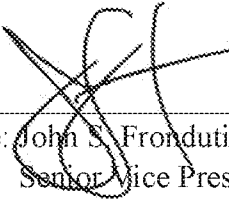
[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 007252 FRAME: 0665

AGREED TO AND ACCEPTED:

AMERICAN MONEY
MANAGEMENT CORPORATION, as
Agent

By 
Name: John S. Fronduti
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

SCHEDULES

Schedule 1 – Issued Patents and Patent Applications

Schedule 2 – Trademark Registrations and Applications

Schedule 3 – Copyright Registrations and Applications

Ex. A

SCHEDULE 1

Issued Patents and Patent Applications

Owned Patent Portfolio

Ref. No.	Country	Application/ Patent No.	Filing Date	Title
TPHS 401	U.S.	8,017,598 (11/749,497)	05/16/2007	Compositions of R(+) and S(-) Pramipexole and Methods of Using the Same
TPHS 411	U.S.	8,445,474 (13/204,351)	08/05/2011	Compositions of R(+) and S(-) Pramipexole and Methods of Using the Same
TPHS 701	U.S.	8,518,926 (11/957,157)	12/14/2007	Compositions and Methods of Using (R)-Pramipexole
TPHS 501	U.S.	8,519,148 (12/049,235)	03/14/2008	Synthesis of Chirally Purified Substituted Benzothiazole Diamines
TPHS 521	U.S.	10,179,774 (15/369,230)	12/05/2016	Synthesis of Chirally Purified Substituted Benzothiazole Diamines
TPHS 901	U.S.	8,524,695 (12/048,890)	03/14/2008	Modified Release Formulations of (6R)-4,5,6,7-Tetrahydro-N6-propyl-2,6-Benzothiazole-diamine and Methods of Using the Same
TPHS 1011	U.S.	9,849,116 (14/878,581)	10/08/2015	Compositions and Methods of Using (R)-Pramipexole
TPHS 2301	U.S.	9,512,096 (14/366,590)	06/18/2014	Improved Synthesis of Amine Substituted 4,5,6,7-Tetrahydrobenzothiazole Compounds
TPHS 2311	U.S.	10,208,003 (15/332,599)	10/24/2016	Improved Synthesis of Amine Substituted 4,5,6,7-Tetrahydrobenzothiazole Compounds
TPHS 2701	U.S.	9,650,376 (14/776,271)	09/14/2015	Imidazo[4,5-B]pyridin-2-yl amides as KV7 Channel Activators
TPHS 2711	U.S.	10,106,536 (15/591,884)	05/10/2017	Imidazo[4,5-B]pyridin-2-yl amides as KV7 Channel Activators
TPHS 2721	U.S.	10,526,328 (16/124,853)	09/07/2018	Imidazo[4,5-B]pyridin-2-yl amides as KV7 Channel Activators
TPHS 3001	U.S.	9,662,313 (14/194,558)	02/28/2014	Compositions and Methods for Treating Amyotrophic Lateral Sclerosis in Responders
TPHS 3011	U.S.	9,956,206 (15/492,832)	04/20/2017	Compositions and Methods for Treating Amyotrophic Lateral Sclerosis in Responders
TPHS 3021	U.S.	10,285,981 (15/926,812)	03/20/2018	Compositions and Methods for Treating Amyotrophic Lateral Sclerosis in Responders
TPHS 3501	U.S.	9,468,630 (13/966,229)	08/13/2013	Compositions and Methods for Treating Conditions Related to Increase Eosinophils
TPHS 3521	U.S.	10,828,284 (14/904,058)	01/08/2016	Compositions and Methods for Treating Conditions Related to Increase Eosinophils
TPHS 3531	U.S.	10,383,857 (15/889,714)	02/06/2018	Compositions and Methods for Treating Conditions Related to Increase Eosinophils
TPHS 3541	U.S.	10,383,856 (15/181,526)	06/14/2016	Compositions and Methods for Treating Conditions Related to Increase Eosinophils
TPHS 3551	U.S.	15/923,650	03/16/2018	Compositions and Methods for Treating Conditions Related to Increase Eosinophils

Ref. No.	Country	Application/ Patent No.	Filing Date	Title
TPHS 3561	U.S.	16/460,473	07/02/2019	Compositions and Methods for Treating Conditions Related to Increase Eosinophils
TPHS 3591	U.S.	16/950,972	11/18/2020	Compositions and Methods for Treating Conditions Related to Increase Eosinophils
TPHS 3701	U.S.	9,763,918 (14/912,015)	02/12/2016	Compositions and methods for treating chronic idiopathic urticaria
TPHS 3711	U.S.	10,195,183 (15/675,912)	08/14/2017	Compositions and methods for treating chronic idiopathic urticaria
TPHS3801	U.S.	9,642,840 (14/912,058)	08/15/2013	Compositions and methods for treating multiple myeloma
TPHS3811	U.S.	10,028,940 (15/461,131)	03/16/2017	Compositions and methods for treating multiple myeloma
TPHS 3821	U.S.	10,456,381 (16/013,071)	06/20/2018	Compositions and methods for treating multiple myeloma
TPHS 5100	U.S.	63/061,226	08/05/2020	Use of Dexpramipexole for the Treatment of Asthma
TPHS 5110	U.S.	63/136,933	01/13/2021	Use of Dexpramipexole for the Treatment of Asthma
TPHS 5120	U.S.	63/147,024	02/08/2021	Use of Dexpramipexole for the Treatment of Asthma
TPHS 4101	U.S.	9,481,653 (14/853,815)	09/14/2015	Benzoimidazol-1,2-yl amides as Kv7 Channel Activators
TPHS 4111	U.S.	9,914,708 (15/339,590)	10/31/2016	Benzoimidazol-1,2-yl amides as Kv7 Channel Activators
TPHS 4121	U.S.	10,385,025 (15/879,792)	01/25/2018	Benzoimidazol-1,2-yl amides as Kv7 Channel Activators
TPHS 4131	U.S.	16,346,292	04/30/2019	Benzoimidazol-1,2-yl amides as Kv7 Channel Activators
TPHS 4141	U.S.	10,906,877 (16/460,449)	07/02/2019	Benzoimidazol-1,2-yl amides as Kv7 Channel Activators
TPHS 4151	U.S.	17/127,231	12/18/2020	Benzoimidazol-1,2-yl amides as Kv7 Channel Activators
TPHS 4350	U.S.	63/135,095	01/08/2021	Pyrazolo[1,5-A]pyridin-2,3-yl amides as Kv7 Channel Activators
TPHS 4601	U.S.	10,851,067 (16/358,642)	03/19/2019	Kv7 Channel Activators Compositions and Methods of Use
TPHS 4611	U.S.	17/077,068	10/22/2020	Kv7 Channel Activators Compositions and Methods of Use

Licensed Patent Portfolio

Ref. No.	Country	Application/ Patent No.	Filing Date	Title
TPHS 1701	U.S.	7,157,480 (10/496,714)	05/26/2004	Use of Pramipexole to Treat Amyotrophic Lateral Sclerosis

SCHEDULE 2

Trademark Registrations and Applications

Mark	Country	Registration/ Application Number
Knopp	U.S.	4,092,643
Knopp Logo	U.S.	4,094,876
Knopp Biosciences	U.S.	4,092,645

SCHEDULE 3

Copyright Registrations and Applications

None.