

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (Dollar Notes)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALYDIA HEALTH, INC.		07/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank, National Association, as Collateral Agent		
Street Address:	185 Asylum Street		
Internal Address:	City Place 1 - 27th Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5939716	ALYDIA HEALTH	
Registration Number:	5939718	JADA	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0398		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	03/11/2022		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT (DOLLAR NOTES)

dated as of

July 30, 2021

among

ALYDIA HEALTH, INC.,
as the Grantor

and

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

Schedules

SCHEDULE A	United States Patents and Patent Applications
SCHEDULE B	United States Trademarks and Trademark Applications
SCHEDULE C	United States Copyrights, Copyright Applications and Exclusive Copyright Licenses

INTELLECTUAL PROPERTY SECURITY AGREEMENT (DOLLAR NOTES)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (DOLLAR NOTES) (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated as of July 30, 2021, is made by ALYDIA HEALTH, INC., a Delaware corporation (the “Grantor”) in favor of U.S. Bank National Association, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture (as defined below) and the Security Agreement (as defined below) referred to therein.

WHEREAS, reference is made to that certain Indenture, dated as of April 22, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and between Organon Finance 1 LLC (the “Escrow Issuer”) and U.S. Bank National Association, as Trustee and Collateral Agent, pursuant to which the Escrow Issuer issued its U.S. dollar-denominated 4.125% senior secured notes due 2028 (the “Notes”), as supplemented by (i) the First Supplemental Indenture thereto, dated as of June 2, 2021, by and among the Escrow Issuer, the Issuer, the Co-Issuer and the Collateral Agent, as Trustee and Collateral Agent, pursuant to which (a) the Issuer assumed the rights and obligations of the Escrow Issuer as issuer under the Notes and the Indenture and (b) the Co-Issuer, as co-issuer jointly and severally with the Issuer, assumed all rights and obligations of the Escrow Issuer under the Notes and the Indenture, and (ii) the Second Supplemental Indenture thereto, dated as of June 2, 2021, by and among the Guarantors, the Issuer, the Co-Issuer and the Collateral Agent, as Trustee and Collateral Agent, pursuant to which each of the Guarantors guaranteed the Issuers obligations under Notes and the Indenture. Also on June 2, 2021, the Escrow Issuer merged into the Issuer, with the Issuer continuing as the surviving company of such merger.

WHEREAS, the Grantor has executed and delivered that certain Security Agreement Dollar Notes, dated as of June 2, 2021, among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property (as defined in the Security Agreement) of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

I. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”):

A. all United States Patents and Patent Applications set forth in Schedule A hereto;

B. all United States Trademarks and Trademark Applications set forth in Schedule B hereto; and

C. all United States Copyrights, Copyright Applications and Exclusive Copyright Licenses set forth in Schedule C hereto;

provided that each of the foregoing clauses (A) through (C) is subject to the proviso of Section 3.01(a) of the Security Agreement.

II. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Indenture, the Notes, and the Collateral Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Indenture, the Notes and the Collateral Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Issuers or the Guarantors.

III. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

IV. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

V. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

VI. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

VII. JURISDICTION. ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, MAY BE BROUGHT

IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR AND THE COLLATERAL AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE GRANTOR AND THE COLLATERAL AGENT IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR OTHER DOCUMENT RELATED THERETO.

VIII. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement as of the day and year first above written.

ALYDIA HEALTH, INC.,
as Grantor

By: 
Name: Faye C. Brown
Title: Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement as of the day and year first above written.

ALYDIA HEALTH, INC.,
as Grantor

By: _____
Name: Faye C. Brown
Title: Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Name: Laurel Casasanta
Title: Vice President

SCHEDULE A

United States Patents and Patent Applications

See Attached.

SCHEDULE B

United States Trademarks and Trademark Applications

See Attached.

SCHEDULE C

United States Copyrights, Copyright Applications and Exclusive Copyright Licenses

None.

ATTORNEY/COSECT NO	PATENT TYPE	CLIENT REF NO.	TITLE	COUNTRY	APP# NO.	DATE FILED	PUBLICATION NUMBER	PUBLICATION DATE	PATENT NUMBER	GRANT DATE	TRADEMARK PUBLICATION DATE	TRADEMARK NO	TRADEMARK REGISTRATION REGISTRATION DATE	STATUS
1667-703.000	Utility - NSPCT		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	China	2017803650313	Aug 22, 2017	CN11031451A	Aug 15, 2019						Published
1667-703.000	Utility - NSPCT		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	European Patent Office	11944598.4	Aug 22, 2017	2503789	Jul 1, 2019						Published
1667-703.000	Utility - CONF		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	Hong Kong	62020000861.4	Aug 22, 2017	40011225A	Jul 10, 2019						Published
1667-703.000	Utility - NSPCT		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	Japan	2019-531864	Aug 22, 2017								Pending
1667-703.000	Utility - NSPCT		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	Republic of Korea	10-2019-7108945	Aug 22, 2017	10-2019-0049751	May 9, 2019						Published
1667-703.000	Utility - NSPCT		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	Mexico	MX/4/2019/001110	Aug 22, 2017								Pending
1667-703.000	Utility - NSPCT		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	Singapore	11201801815W	Aug 22, 2017								Pending
1667-703.100	prev - ORG	PDA US/PRV	POSTPARTUM UTERINE HEMORRHAGE DEVICE	United States of America	62/777442	Dec 10, 2018								Expired
1667-703.100	prev - ORG		POSTPARTUM UTERINE HEMORRHAGE DEVICE	United States of America	62/5861239	Jun 13, 2019								Expired
1667-703.000	Utility - ORG		POSTPARTUM UTERINE HEMORRHAGE DEVICE SYSTEM AND METHOD	PC	PC/103019/02509	Dec 10, 2019	NO 2019/15525	Jan 16, 2020						Published
1667-703.100	prev - ORG		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	United States of America	62/678455	Jul 24, 2019		Jan 16, 2020						Expired
1667-703.000	Utility - CP		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	United States of America	16/938,799	Jul 24, 2020	05-2020-0352602-A1	Nov 12, 2020						Published
1667-703.000	Utility - ORG		UTERINE HEMORRHAGE CONTROLLING SYSTEM AND METHOD	PC	PC/1052020/09310	Jul 24, 2020	NO 2021/03564	Jan 26, 2021						Published