

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM763206

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mockingbird Pharma LLC		10/24/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gibraltar Business Capital, LLC		
<b>Street Address:</b>	400 Skokie Boulevard		
<b>Internal Address:</b>	Suite 375		
<b>City:</b>	Northbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88438331	MOCKINGBIRD PHARMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6785534768		
<b>Email:</b>	slickerb@gtlaw.com		
<b>Correspondent Name:</b>	Brittany Slicker		
<b>Address Line 1:</b>	3333 Piedmont Road NE		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>ATTORNEY DOCKET NUMBER:</b>	207698.010300		
<b>NAME OF SUBMITTER:</b>	Brittany Slicker		
<b>SIGNATURE:</b>	/Brittany Slicker/		
<b>DATE SIGNED:</b>	10/24/2022		
<b>Total Attachments: 9</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of October 24, 2022, is between the Person listed on the signature pages hereof (the “**Grantor**”) and Gibraltar Business Capital, LLC, a Delaware limited liability company (the “**Lender**”).

WHEREAS, **PRODIGY HEALTH LLC**, a Delaware limited liability company (“**Prodigy**”), **TCFII RX LLC**, a Delaware limited liability company (“**TCF**”), **COCHRAN HOLDINGS LLC**, a Delaware limited liability company (“**Cochran Holdings**”), **COCHRAN WHOLESALE PHARMACEUTICAL LLC**, a Delaware limited liability company (“**Cochran Wholesale**”), **MOCKINGBIRD HEALTH LLC**, a Delaware limited liability company (“**Mockingbird Health**”), **MOCKINGBIRD PHARMA LLC**, a Texas limited liability company (“**Mockingbird Pharma**”), **PRODIGY HOLDINGS, INC.**, a Delaware corporation (“**Prodigy Holdings**”), and certain of their Affiliates (as defined in the Loan Agreement), have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Loan Agreement**”), with Lender. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement, Grantor has granted to Lender, a security interest in, among other property, certain Intellectual Property of 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 any other appropriate governmental authorities.

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

Section 1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) the patents and patent applications set forth in Schedule A hereto;

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(c) the copyright registrations and applications set forth in Schedule C hereto;

(d) the agreements granting any exclusive right to Grantor in or to any registered copyright set forth in Schedule D hereto;

(e) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(f) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(g) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance of all Obligations when due (whether at stated maturity, by acceleration or otherwise).

Section 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

Section 5. Counterparts; Electronic or Telecopied Signatures. This IP Security Agreement and any waiver or amendment hereto may be executed in counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This IP Security Agreement may be executed and delivered by telecopier or other facsimile transmission or in "pdf" format all with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

Section 6. Notices, Etc. All notices and other communications provided for hereunder shall be given in the form and manner provided in the Loan Agreement, and, if to Lender, shall be mailed, sent, or delivered to Lender at its address as specified in the Loan Agreement and, if to Grantor, shall be mailed, sent or delivered in care of Borrowers in accordance with the notice provisions set forth in Loan Agreement.

Section 7. GOVERNING LAW; VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION, AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 11.5, 11.6, AND 11.10 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

IN WITNESS WHEREOF, 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.

GRANTOR:

MOCKINGBIRD PHARMA LLC

By: 

Name: Jon Houssain

Title: Chief Executive Officer & President

GIBRALTAR BUSINESS CAPITAL, LLC, as  
Lender

By: Randi Hershgordon  
Name: Randi Hershgordon  
Title: Senior Vice President

SCHEDULE A

PATENTS

None.



SCHEDULE B

TRADEMARKS

<b>Serial / Registration Number</b>	<b>Country</b>	<b>Trademark</b>
88438331	United States	MOCKINGBIRD PHARMA

SCHEDULE C

COPYRIGHTS

None.

SCHEDULE D

COPYRIGHT AGREEMENTS

None.