

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hercules Capital, Inc. as Collateral Agent		02/07/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Nabriva Therapeutics US, Inc		
Street Address:	414 Commerce Drive, Suite 120		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	Corporation: DELAWARE		
Name:	Zavante Therapeutics, Inc.		
Street Address:	414 Commerce Drive, Suite 120		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4814069	ZAVANTE THERAPEUTICS, INC.	
Registration Number:	4697125	ZAVANTE	
Serial Number:	87369724	CONTEPO	
Serial Number:	87369716	ZOLYD	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6658		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	John V. Hobgood, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		

OP \$115.00 4814069

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 2206324.148

NAME OF SUBMITTER: John V. Hobgood

SIGNATURE: /john v. hobgood/

DATE SIGNED: 07/14/2023

Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this “**Release**”) is made and effective as of February 7, 2023 and granted by Hercules Capital, Inc. (the “**Collateral Agent**”), as collateral agent for the secured parties under the Loan and Security Agreement referred to below (the “**Secured Parties**”), in favor of Nabriva Therapeutics Public Limited Company, a public limited company incorporated in Ireland under registration number 599588 and having its registered office at 25-28 North Wall Quay, Dublin 1, Ireland, Nabriva Therapeutics Ireland Designated Activity Company, a designated activity company incorporated in Ireland under registration number 612454 and having its registered office at Alexandra House, Office 225/227, The Sweepstakes, Ballsbridge, Dublin 4, D04 C7H2, Republic of Ireland, Nabriva Therapeutics GmbH, a limited liability company (Gesellschaft mit beschränkter Haftung) incorporated under the laws of the Republic of Austria, having its seat in Vienna and its registered address at Leberstraße 20, 1110 Vienna, and registered with the companies’ register (Firmenbuch) of the commercial court of Vienna (Handelsgericht Wien) under registration number FN 269261 Y, Nabriva Therapeutics US, Inc., a Delaware corporation, Zavante Therapeutics, Inc., a Delaware corporation, and each domestic subsidiary signatory hereto, (individually and collectively, the “**Grantor**”) and their successors, assigns and legal representatives.

RECITALS

A. Pursuant to that certain Loan and Security Agreement dated as of December 20, 2018 (the “**Loan and Security Agreement**”) among the Grantor, the Collateral Agent and the lenders party thereto, the Grantor executed and delivered to the Collateral Agent that certain Intellectual Property Security Agreement by and between the Grantor and the Collateral Agent dated as of December 20, 2018 (the “**IP Security Agreement**” and, together with the Loan and Security Agreement, the “**Security Agreements**”).

B. Pursuant to the Security Agreements, Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below).

C. The Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

AGREEMENT

1. Release of Security Interest. The Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications set forth in Exhibit A hereto, and all extensions and renewals thereof (“**Copyrights**”);

(b) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Exhibit B hereto, and all reissues, improvements, divisions, continuations, continuations-in-part, renewals, reexamination certificates, utility models, and all extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(c) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Exhibit C hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(d) All mask works or similar rights available for the protection of semiconductor chips, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(e) any and all license and other agreements in which such Grantor has granted or is granted a license or other right under any Patent, Trademark, Copyright or Mask Work;

(f) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(g) any and all design rights;

(h) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(i) any and all royalties, fees (including, without limitation, licensing fees), income, payments and other proceeds and products now or hereafter due or payable with respect to any and all of the foregoing, including, without limitation all payments under insurance or any indemnity or warranty; and

(j) 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. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation

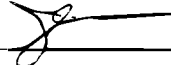
and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release 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 Release and the transactions contemplated hereby 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HERCULES CAPITAL, INC. a Maryland Corporation, as Collateral Agent

By:  _____

Name: Jennifer Choe

Title: Associate General Counsel

EXHIBIT A

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

EXHIBIT B

PATENTS AND PATENT APPLICATIONS

FILING DATE	APPLICATION NO.	GRANT DATE	PATENT NO.	STATUS
28.07.2000	10/048,438	31.08.2004	6,784,193	Granted
28.07.2000	10/867,232	19.05.2009	7,534,814	Granted
09.07.2001	10/339,611	22.06.2004	US 6,753,445	Granted
11.09.2001	10/363,840	30.01.2007	7,169,804	Granted
11.09.2001	11/652,812	04.08.2009	7,569,587	Granted
27.03.2003	11/818,094	03.01.2012	8,088,823	Granted
22.04.2003	10/510,532	07.09.2010	7,790,749	Granted
23.07.2003	10/521,926	03.11.2009	7,612,103	Granted
26.06.2006	11/814,672	07.09.2010	7,790,767	Granted
26.07.2006	11/997,637	01.01.2013	8,343,972	Granted
11.01.2007	11/814,673	19.10.2010	7,816,389	Granted
03.10.2007	12/444,330	18.12.2012	8,334,389	Granted
03.10.2007	13/662,063	07.01.2014	8,624,033	Granted
19.03.2008	12/531,839	06.12.2011	8,071,643	Granted
19.03.2008	13/252,732	10.04.2012	8,153,689	Granted
11.07.2008	12/668,769	08.05.2012	8,173,685	Granted
11.07.2008	12/668,690	23.06.2015	9,061,980	Granted
17.08.2009	13/061,692	17.07.2012	8,222,447	Granted
23.05.2011	13/699,585	24.03.2015	8,987,498	Granted
23.05.2011	13/699,589	01.09.2015	9,120,727	Granted
11.08.2011	13/821,446	08.03.2016	9,278,920	Granted
12.08.2010	13/395,606	01.09.2015	9,120,808	Granted
21.01.2015	15/111,390	11.07.2017	9,701,628	Granted
14.06.2016	15/736,865	20.12.2018	US 2018/0360966A1	Pending
25.09.2014	14/497,022	24.05.2016	9,345,717	Granted
22.04.2016	15/136,704	02.10.2018	10,086,006	Granted

EXHIBIT C

TRADEMARKS AND TRADEMARK APPLICATIONS

1. US Trademark Appl. No. 87/369,724 for CONTEPO, filed March 13, 2017. Status: Allowed, April 6, 2018. Classes: 05 Int.; Goods: 05 Int. Pharmaceuticals, namely, anti-infectives. Owner: Zavante Therapeutics, Inc.
2. US Trademark Appl. No. 87/369,716 for ZOLYD, filed March 13, 2017. Status: Abandoned, April 6, 2018. Classes: 05 Int.; Goods: 05 Int. Pharmaceuticals, namely, anti-infectives. Owner: Zavante Therapeutics, Inc.
3. US Service Mark Application No. 86/185,905, for ZAVANTE, filed February 6, 2014. Status: Registered, March 3, 2015, Registration No. 4,697,125. Class: 42 Int.; Goods: 42 Int., Providing medical and scientific research information in the field of pharmaceuticals and clinical trials. Owner: Zavante Therapeutics, Inc.
4. US Service Mark Application No. 86/303,498, for ZAVANTE THERAPEUTICS, INC, filed June 8, 2014. Status: Registered, September 15, 2015, Registration No. 4,814,069. Class: 42 Int.; Goods: 42 Int., Providing medical and scientific research information in the field of pharmaceuticals and clinical trials. Owner: Zavante Therapeutics, Inc.

EXHIBIT D
MASK WORKS

None.