507181652 03/16/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7228498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
COSETTE PHARMACEUTICALS, INC.	03/15/2022

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, N.A., ADMINISTRATIVE AGENT	
Street Address:	2450 COLORADA AVENUE	
Internal Address:	SUITE 3000 WEST	
City:	SANTA MONICA	
State/Country:	CALIFORNIA	
Postal Code:	90404	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15215804

CORRESPONDENCE DATA

Fax Number: (404)443-5599

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.

Phone: 404-443-5647

Email: cfraser@mcguirewoods.com
Correspondent Name: CAROL FRASER, PARALEGAL
Address Line 1: 1230 PEACHTREE STREET
Address Line 2: MCGUIREWOODS LLP
Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	COSETTE 2029724-1379
NAME OF SUBMITTER:	CAROL FRASER
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	03/16/2022

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "<u>Patent Security Agreement</u>") is entered into as of March 15, 2022, by and among Cosette Pharmaceuticals, Inc., a Delaware corporation ("<u>Grantor</u>") and Wells Fargo Bank, N.A., in its capacity as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>").

WITNESSETH:

WHEREAS, Grantor is a party to that certain Guarantee and Collateral Agreement, dated as of February 26, 2019 (as amended by that certain First Amendment to ABL Credit Agreement and First Amendment to Guarantee and Collateral Agreement, dated as of October 25, 2019, and as further amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent pursuant to which Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all Intellectual Property owned by Grantor and pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

Now, Therefore, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Administrative Agent for itself and the ratable benefit of the Secured Parties a continuing Lien on and security interest in and to all of its right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired which includes Grantor's rights to: (a) all Patents of Grantor, including but not limited to those listed on Schedule I attached hereto; (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals or extensions of the foregoing, or rights to obtain the foregoing; (c) the right to exclude others from making, using and/or selling the inventions disclosed or claimed therein; and (d) all income, royalties, products and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, violation or other impairment thereof, in each case, other than any Excluded Assets (collectively, the "Patent Collateral").

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement (and are expressly subject to the terms and conditions

157128360_1 121308340_2 thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. <u>Grantor Remains Liable</u>. Grantor hereby agrees that, anything herein to the contrary notwithstanding, neither the Administrative Agent nor any Lender shall have any responsibility for the maintenance, prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents that are subject to a security interest hereunder.

SECTION 5. <u>Termination</u>. Upon the termination of the Guarantee and Collateral Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 6. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. <u>GOVERNING LAW</u>. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. <u>RECORDING</u>. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

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PATENT REEL: 059287 FRAME: 0451 IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COSETTE PHARMACEUTICALS, INC.

Name: Serge Ilin-Schneider

Title: Secretary

Accepted and Agreed:

WELLS FARGO BANK, N.A., as Administrative Agent

By:__ Name: JOHN SUNG

Title: Astropited Signatury

$\frac{\text{SCHEDULE I}}{\text{to}}$ PATENT SECURITY AGREEMENT

PATENT COLLATERAL

Patents:

U.S. Patent App. No. 15/215,804

Filing Date: 7/21/2016

Title: Chewable Pharmaceutical Product For Delivery Of Colesevelam Hydrochloride

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> PATENT REEL: 059287 FRAME: 0454

RECORDED: 03/16/2022