

PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI870183

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECOND LIEN PATENT COLLATERAL AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ALMATICA PHARMA LLC | 03/06/2025 |
| ALVOGEN, INC. | 03/06/2025 |
| RECEIVING PARTY DATA | |
| Company Name: | JEFFERIES FINANCE LLC |
| Street Address: | 520 MADISON AVENUE |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 11040983 |
| Patent Number: | 11974974 |
| Application Number: | 18751410 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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> | |
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| Address Line 4: | New York, NEW YORK 10022 |
| ATTORNEY DOCKET NUMBER: | 1037427/0000131 |
| NAME OF SUBMITTER: | Roque Rodriguez |
| SIGNATURE: | /Roque Rodriguez/ |
| DATE SIGNED: | 03/06/2025 |
| Total Attachments: 8 | |
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SECOND LIEN PATENT COLLATERAL AGREEMENT

among

ALMATICA PHARMA LLC,

ALVOGEN, INC.

and

JEFFERIES FINANCE LLC,
as Collateral Agent

Dated as of March 6, 2025

Reference is made to the Second Amended and Restated Lien Subordination and Intercreditor Agreement, dated as of March 6, 2025, among the Second Lien Term Loan Administrative Agent, the Collateral Agent (as defined below), the First Lien Term Loan Administrative Agent, the First Lien Term Loan Collateral Agent, the ABL Collateral Agent(s) for the applicable ABL Secured Parties referred to therein, the Borrower, and the subsidiaries and other affiliates of the Borrower named therein (the “ABL/Term Intercreditor Agreement”). Capitalized terms used in this paragraph and the subsequent paragraph and not defined herein shall have the meanings assigned to them in the ABL/Term Intercreditor Agreement. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein with respect to the Collateral are subject in all respects to the provisions of the ABL/Term Intercreditor Agreement and, to the extent provided therein, the applicable Senior Security Documents and the First Lien/Second Lien Intercreditor Agreement (as defined in the Collateral Agreement referred to below). In the event of any conflict or inconsistency between the provisions of this Agreement and the ABL/Term Intercreditor Agreement, the provisions of the ABL/Term Intercreditor Agreement shall control.

Notwithstanding anything to the contrary herein, in any other Second Lien Term Loan Document, any First Lien Term Loan Document or any ABL Document (subject to the last sentence of this paragraph, as each such term is defined in the ABL/Term Intercreditor Agreement), the Grantors shall not be required to act or refrain from acting (a) pursuant to any First Lien Term Loan Document or Second Lien Term Loan Document solely with respect to any ABL First Lien Collateral in any manner that would cause a default under the ABL Credit Agreement (as defined in the First Lien Term Loan Agreement) or any other ABL Document, or (b) pursuant to the ABL Credit Agreement (as defined in the First Lien Term Loan Agreement) or any other ABL Document solely with respect to any Term Loan First Lien Collateral in any manner that would cause a default under any First Lien Term Loan Document or Second Lien Term Loan Document. For avoidance of doubt, the terms “First Lien Term Loan Document”, “Second Lien Term Loan Document” and “ABL Document” do not include the ABL/Term Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative (as defined in the First Lien/Second Lien Intercreditor Agreement (as defined below)) pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Wilmington Trust, National Association, as First Lien Collateral Agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of March 6, 2025 (as amended, restated, amended and restated, supplemented or other-wise modified from time to time), among the Borrower, certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent, and (ii) the exercise of any right or remedy by the Second Priority Representative party hereto or any other secured party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of March 6, 2025 (as amended, restated, amended and re-stated, supplemented or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”), among Wilmington Trust, National Association, as First Lien Collateral Agent, Jefferies Finance LLC, as Initial Second Lien Representative, each additional Representative from time to time party hereto, the Borrower and certain subsidiaries and affiliates of the Borrower from time to time party thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

This SECOND LIEN PATENT COLLATERAL AGREEMENT (this “Patent Collateral Agreement”), dated as of March 6, 2025, is entered into by ALVOGEN, INC, a Delaware corporation (“Alvogen”), ALMATICA PHARMA LLC, a Delaware limited liability company (“Almatica”, and together with Alvogen, the “Grantors”), and JEFFERIES FINANCE LLC, as Collateral Agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Collateral Agreement, dated as of March 6, 2025 by and among the Grantors, the Collateral Agent and the other parties party thereto (the “Collateral Agreement”), each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing first-priority lien and security interest in its Proprietary Rights (subject to Permitted Liens) including the Patent Collateral (as defined below) identified herein; and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to the Collateral Agent this Patent Collateral 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, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or the Credit Agreement (as defined in the Collateral Agreement), as applicable.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first-priority lien and security interest (subject to Permitted Liens) in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) all issued patents and pending patent applications of such Grantor that constitute Collateral, including as set forth in Schedule I hereto (the “Patents”); and

(b) all products and proceeds of the Patents, including any claim by such Grantor against third parties for past, present or future (i) infringement of any Patent or any Patents exclusively licensed under any intellectual property license, including the right to receive any damages or (ii) right to receive license fees, royalties and other compensation under any intellectual property license.

Notwithstanding the foregoing, the Patent Collateral shall not include Excluded Assets.

3. SECURITY FOR SECURED OBLIGATIONS. The grant of a lien and security interest in the Patent Collateral by the Grantors pursuant to this Patent Collateral Agreement secures prompt payment to the Secured Parties of the Secured Obligations. This Patent Collateral Agreement and the lien and security interest created hereby secures the prompt payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without

limiting the generality of the foregoing, this Patent Collateral Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a proceeding commenced by or against any Grantor under any provision of the Bankruptcy Code (or under any other applicable foreign bankruptcy, insolvency, receivership or similar law) or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

4. COLLATERAL AGREEMENT. The lien and security interest granted pursuant to this Patent Collateral Agreement is granted in conjunction with the liens and security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Collateral Agreement and the Collateral Agreement, the Collateral Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Each Grantor hereby authorizes the Collateral Agent to modify this Patent Collateral Agreement by amending Schedule I to include any new patent rights of such Grantor in accordance with the provisions of the Collateral Agreement. Notwithstanding the foregoing, no failure to so modify this Patent Collateral Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Patent Collateral Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Patent Collateral Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Patent Collateral Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Patent Collateral Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Patent Collateral Agreement or any instrument or agreement required hereunder.

7. BINDING EFFECT. The provisions of this Patent Collateral Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, no Grantor shall assign or delegate any of its rights or duties hereunder without the prior written consent of the Collateral Agent, and any attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Secured Obligations or any part thereof in accordance with the terms of the Collateral Agreement.

8. CAPTIONS. The captions contained in this Patent Collateral Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

9. TERMINATION AND RELEASE. This Patent Collateral Agreement shall terminate in accordance with the Collateral Agreement.

10. ENTIRE AGREEMENT. This Patent Collateral Agreement, together with the Collateral Agreement and the other Loan Documents, embodies the entire agreement and understanding between the Grantors and the Collateral Agent relating to the Patent Collateral and supersedes all prior agreements and understandings between the Grantors and the Collateral Agent relating to the Patent Collateral.

11. COUNTERPARTS. This Patent Collateral Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Patent Collateral Agreement by signing any such counterpart, and a telecopy or electronic (i.e. PDF) copy of any such counterpart shall be valid as an original.

12. AMENDMENTS. Other than as permitted pursuant to the Collateral Agreement, neither this Patent Collateral Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Collateral Agreement.

13. GOVERNING LAW. **THIS PATENT COLLATERAL AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Patent Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALMATICA PHARMA LLC, a Delaware limited liability company

By: 

Name: Ithti Ulit

Title: Secretary

ALVOGEN, INC., a Delaware corporation

By: 

Name: Ithti Ulit

Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: Peter Cucchiara
Name: Peter Cucchiara
Title: Managing Director

SCHEDULE I

to

PATENT COLLATERAL AGREEMENT

UNITED STATES PATENTS

United States Patents

| Patent Title | Patent No. | Issue Date | Owner |
|--|-------------------|-------------------|---------------------|
| Cocrystal of varenicline and oxalic acid, pharmaceutical composition thereof, and methods of use thereof | 11040983 | 2021-06-22 | Almatica Pharma LLC |
| CONTROLLED-RELEASE TABLETS, METHOD OF MAKING, AND METHOD OF USE THEREOF | 11974974 | 2024-05-07 | Alvogen, Inc. |

United States Patent Applications

| Patent Title | Patent Application No. | Filing Date | |
|---|-------------------------------|--------------------|---------------------|
| LITHIUM SALT EXTENDED-RELEASE FORMULATIONS; METHODS OF MAKING; AND METHODS OF USE THEREOF | 18/751410 | 2024-06-24 | Almatica Pharma LLC |