

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590470

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. BANK NATIONAL ASSOCIATION, as collateral agent		08/05/2020	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZYLA LIFE SCIENCES		
<b>Also Known As:</b>	f/k/a Egalet Corporation		
<b>Street Address:</b>	600 Lee Road		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Wayne		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	ZYLA LIFE SCIENCES US INC.		
<b>Also Known As:</b>	f/k/a Egalet US, Inc.		
<b>Street Address:</b>	600 Lee Road		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Wayne		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	EGALET LIMITED, a private limited company formed under the law of England and Wales		
<b>Street Address:</b>	c/o Dechert LLP, 160 Queen Victoria Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC4V 4QQ		
<b>Entity Type:</b>	Private Limited Company: ENGLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3140799	EGALET	

CH \$90.00 3140799

Property Type	Number	Word Mark
Registration Number:	4215867	PARVULET
Registration Number:	3550920	SPRIX

**CORRESPONDENCE DATA**

**Fax Number:** 2126983599

*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:** 2126983500

**Email:** patents@dechert.com

**Correspondent Name:** DECHERT LLP

**Address Line 1:** THREE BRYANT PARK

**Address Line 2:** 1095 AVENUE OF THE AMERICAS

**Address Line 4:** NEW YORK, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 174511

**NAME OF SUBMITTER:** Thomas A. Rayski

**SIGNATURE:** /Thomas A. Rayski/

**DATE SIGNED:** 08/05/2020

**Total Attachments: 6**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”) is dated as of August 5, 2020, by and among ZYLA LIFE SCIENCES (f/k/a Egalet Corporation), a Delaware corporation with an address at 600 Lee Road, Suite 100, Wayne, Pennsylvania 19087 (the “Company”), ZYLA LIFE SCIENCES US INC. (f/k/a Egalet US, Inc.), a Delaware corporation with an address at 600 Lee Road, Suite 100, Wayne, Pennsylvania 19087 (“Zyla US”), EGALET LIMITED, a private limited company formed under the law of England and Wales with an address at c/o Dechert LLP, 160 Queen Victoria Street, London EC4V 4QQ United Kingdom (“Egalet UK” and, together with the Company and Zyla US, the “Grantors”), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as Trustee (and its successors under the Indenture (as defined below), in such capacity, the “Trustee”) and U.S. BANK NATIONAL ASSOCIATION in its capacity as collateral agent for the Secured Parties (and its successors under the Indenture, in such capacity, the “Collateral Agent”).

### PRELIMINARY STATEMENT

WHEREAS pursuant to the terms, conditions and provisions of (a) an Indenture, dated as of August 31, 2016 (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Indenture”), between the Grantors and the Trustee, and (b) each Purchase Agreement dated as of August 31, 2016 (collectively, the “Purchase Agreement”), the Grantors issued Securities, which Securities were guaranteed on a senior secured basis by each Grantor;

WHEREAS, pursuant to the terms of the Indenture, each of the Grantors executed and delivered a Collateral Agreement dated as of August 31, 2016 (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”) to, among other things, induce the Trustee to enter into the Indenture and, pursuant to the terms of the Purchase Agreement, to induce the Purchasers to purchase the Securities;

WHEREAS, pursuant to the terms of the Collateral Agreement, each of the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on, such Grantors’ rights, titles and interests in and to the intellectual property granted pursuant to:

- (i) that certain Grant of Security Interest in Trademarks, dated as of August 31, 2016 (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “US Trademark Grant”), by and among the Grantors, the other subsidiary parties from time to time party thereto and the Collateral Agent, and
- (ii) that certain Grant of Security Interest in European Union Trademarks, dated as of August 31, 2016 (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “EU Trademark Grant” and, together with the US Trademark Grant, the “Grants”), by and among the Grantors, the other subsidiary parties from time to time party thereto and the Collateral Agent;

WHEREAS, the US Trademark Grant was recorded in the United States Patent and Trademark Office on August 31, 2016 at Reel 5867 and Frame 0835;

WHEREAS, pursuant to the terms of the Indenture, the Grantors shall be entitled to obtain a release of the continuing security interest and liens granted on certain trademarks under each Grant in accordance with terms thereof.

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, each of the Trustee, the Collateral Agent and Grantors hereby agree as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

II. RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Collateral Agent hereby (i) terminates the Grants, and (ii) terminates, releases, discharges and reassigns all of its liens and security interests in, to and under the following (collectively, the “Released Collateral”), and the Collateral Agent agrees that Grantors may have this Agreement recorded or registered, as applicable, in the United States Patent and Trademark Office, the European Union Intellectual Property Office, and any other applicable trademark offices:

A. all of the trademark applications and registrations as set forth in Schedule I hereto (the “Trademarks”);

B. all goodwill of the business associated with the Trademarks; and

C. all products and proceeds of the Trademarks, including any claim by such Grantors against third parties for past, present or future (i) infringement or dilution of any Trademarks or any Trademarks exclusively licensed under any intellectual property license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark and (iii) right to receive license fees, royalties and other compensation under any intellectual property license.

III. FURTHER ASSURANCES. The Collateral Agent agrees (at the sole cost and expense of the Grantors) to execute, acknowledge and deliver to the Grantors all further releases, acknowledgments and other documents, and take all other actions, as may be reasonably requested by the Grantors to effectuate the release of the Released Collateral.

IV. COUNTERPARTS. This 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 Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.


V. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT LOCAL LAW GOVERNS**

**THE CREATION, PERFECTION, PRIORITY, ENFORCEMENT OR RELEASE OF  
SECURITY INTERESTS.**


[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

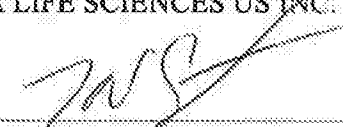
ZYLA LIFE SCIENCES

By:   
Name: Todd N. Smith  
Title: President and Chief Executive Officer

EGALET LIMITED


By:   
Name: Todd N. Smith  
Title: Director

ZYLA LIFE SCIENCES US INC.

By:   
Name: Todd N. Smith  
Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee and as Collateral Agent

By: 

Name: Alison D.B. Nadeau

Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007016 FRAME: 0095**

**Schedule 1**  
to  
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Country	Trademark	Serial No. / Filing Date	Registration No. / Issue Date	Owner
United States	EGALET	76357904 January 11, 2002	3140799 September 12, 2006	EGALET LTD
United States	PARVULET	78705641 September 1, 2005	4215867 October 2, 2012	EGALET LTD
United States	SPRIX	77172987 May 4, 2007	3550920 December 23, 2008	ZYLA LIFE SCIENCES US INC.

Country	Trademark	Serial No. / Filing Date	Registration No. / Issue Date	Classification	Owner
European Union	EGALET	2889434 October 14, 2002	2889434 January 21, 2005	5, 40, 42	EGALET LTD
European Union	ARYMO	12841896 May 2, 2014	12841896 November 7, 2014	5	EGALET LTD
European Union	GUARDIAN	13075908 July 11, 2014	Pending	5, 40, 42	EGALET LTD