

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HLS Therapeutics Inc.		08/15/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86694705	HLS THERAPEUTICS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0243		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	08/16/2018		
Total Attachments: 5			
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TRADE-MARK SECURITY AGREEMENT

**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN TRADE-MARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADE-MARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of August 15, 2018, by and from HLS Therapeutics Inc., an Ontario corporation (the "Grantor"), to and in favour of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, the other Loan Parties party thereto from time to time, the Lenders, the Issuing Bank and the Grantee have entered into that certain Credit Agreement, dated as of August 15, 2018 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain other Subsidiaries of the Grantor have guaranteed the repayment of the Secured Obligations pursuant to Article X of the Credit Agreement.

WHEREAS, the Grantor has entered into that certain Canadian Pledge and Security Agreement, dated as of August 15, 2018 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Trade-marks (as defined below), which Trade-marks are pending or registered with the Canadian Intellectual Property Office or the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Secured Obligations of the Grantor. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trade-marks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trade-marks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) all trade-marks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and all goodwill connected with the use of or symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due

or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations thereof; (4) all rights to sue for past, present, and future infringements, dilutions, and other violations thereof; and (5) all rights corresponding to any of the foregoing throughout the world (the "Trade-marks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS APPLICABLE THEREIN.**

5) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in 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 of this Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.


HLS THERAPEUTICS INC.,
as Grantor

By: _____
Name: *Greg Gubitz*
Title: *CEO*

Signature Page for
Supplemental Confirmatory Grant of Security Interest in Trade-marks

TRADEMARK
REEL: 006415 FRAME: 0733

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: NICHOLAS J. WATTS
Title: AUTHORIZED OFFICER




Signature Page for
Supplemental Confirmatory Grant of Security Interest in Trade-marks

TRADEMARK
REEL: 006415 FRAME: 0734

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN TRADE-MARKS

Exhibit A

Trade-marks and Trade-mark Applications

Owner Name	Country	Trade-mark	App. No.	App. Date	Reg. No.	Reg. Date
HLS Therapeutics Inc.	Canada	HLS THERAPEUTICS	1708167	December 19, 2014	TMA985276	November 21, 2017
HLS Therapeutics Inc.	Canada	 HLS Therapeutics	1708168	December 19, 2014	TMA941225	June 17, 2016
HLS Therapeutics Inc.	Canada	 HLS Therapeutics	1732526	June 11, 2015	TMA941231	June 17, 2016
HLS Therapeutics Inc.	Canada	 HLS	1768378	February 18, 2016	TMA985281	November 21, 2017
HLS Therapeutics Inc.	United States	HLS THERAPEUTICS	86515140	January 27, 2015		
HLS Therapeutics Inc.	United States	 HLS Therapeutics	86694705	July 16, 2015	5263254	August 15, 2017
HLS Therapeutics Inc.	United States	 HLS	86925652	March 2, 2016		