

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saol International Limited		01/14/2021	Exempted Company Limited: BERMUDA
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5961790	SAOL	
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>			
Phone:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	24046.515029		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		
DATE SIGNED:	01/14/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 14, 2021, is made by Saol International Limited, an exempted company limited by shares incorporated under the laws of Bermuda (the “Grantor”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 6, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Grantor, Saol Bermuda Limited, an exempted company limited by shares incorporated under the laws of Bermuda (“Saol Bermuda”), Saol Therapeutics Inc., a Delaware corporation (“Saol Therapeutics”, together with Grantor and Saol Bermuda and each other entity that from time to time becomes a borrower under the Credit Agreement, collectively, the “Borrowers” and each a “Borrower”), Saol US Inc., a Delaware corporation (“Holdings”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guaranty and Security Agreement, dated as of August 6, 2019, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that the foregoing shall not include any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed);

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- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities 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, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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

SAOL INTERNATIONAL LIMITED
as Grantor

By: 
Name: Kevin Insley
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: 
Name: Alaina Powers
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATION:

<i>OWNER</i>	<i>TRADEMARKS</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
Saol International Limited	SAOL	87011008	04/22/16	5961790	01/14/2020

NON-U.S. TRADEMARK REGISTRATION/APPLICATIONS

<i>COUNTRY</i>	<i>OWNER</i>	<i>TRADEMARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>REG. NO.</i>	<i>REG. DATE</i>
El Salvador	Saol International Limited	WINRHO SDF	94775-2007	06/15/07	188 book 108	06/18/08
Kuwait	Saol International Limited	HEPAGAM B	2020/360	01/09/2020		
Kuwait	Saol International Limited	VARIZIG	2020/359	01/09/2020		
Kuwait	Saol International Limited	WINRHO SDF	2020/361	01/09/2020		
European Union	Saol International Limited	ENLIAS	018316823	10/5/2020		
Great Britain	Saol International Limited	ENLIAS	UK00003540653	10/5/2020		
Turkey	Saol International Limited	ENLIAS	2020/121981	10/8/2020		
Brazil	Saol International Limited	ENLIAS	921065167	10/19/2020		

<i>COUNTRY</i>	<i>OWNER</i>	<i>TRADEMARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>REG. NO.</i>	<i>REG. DATE</i>
Argentina	Saol International Limited	ENLIAS	3943927	10/5/2020		
Korea	Saol International Limited	ENLIAS	40-2020-0181018	10/14/2020		
India	Saol International Limited	ENLIAS	4693722	10/8/2020		
China	Saol International Limited	ENLIAS	50356571	10/12/2020		
Japan	Saol International Limited	ENLIAS	2020-126582	10/13/2020		
Australia	Saol International Limited	ENLIAS	2125925	10/5/2020		
Russia	Saol International Limited	ENLIAS	2020756278	10/9/2020		
Israel	Saol International Limited	ENLIAS	332194	10/8/2020		