

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739578

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Patent, Trademark and Copyright Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spirit Pharmaceuticals LLC		07/06/2022	Limited Liability Company: VIRGINIA
Spirit Pharmaceuticals Holdings, LLC		07/06/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Huntington National Bank		
<b>Street Address:</b>	917 Euclid Avenue CM64		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5316587	VALUMEDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<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>			
<b>Phone:</b>	4125621637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	Suite 200		
<b>Address Line 2:</b>	501 Grant Street		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0070751-000225		
<b>NAME OF SUBMITTER:</b>	Michael L. Dever		
<b>SIGNATURE:</b>	/Michael L. Dever/		
<b>DATE SIGNED:</b>	07/07/2022		
<b>Total Attachments: 12</b>			
source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page1.tif			

CH \$40.00 5316587

source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page2.tif  
source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page3.tif  
source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page4.tif  
source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page5.tif  
source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page6.tif  
source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page7.tif  
source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page8.tif  
source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page9.tif  
source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page10.tif  
source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page11.tif  
source=huntington bank-spirit pharmaceutical security agreement 7.6.22#page12.tif

## **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Security Agreement") is executed the 6<sup>th</sup> day of July, 2022 (the "Effective Date"), and made by **SPIRIT PHARMACEUTICALS LLC**, a Virginia limited liability company ("Spirit Pharmaceuticals") and **SPIRIT PHARMACEUTICALS HOLDINGS, LLC**, a Delaware limited liability company ("Holdings") (each a, "Grantor" together with any other Person who may hereafter become a grantor hereunder, collectively, the "Grantors") in favor **THE HUNTINGTON NATIONAL BANK** (the "Lender").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof, by and among the Spirit Pharmaceuticals, as Borrower, Holdings, as Guarantor and the Lender (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), (i) the Lender has agreed to extend credit to the Borrower and (ii), in furtherance thereof, each Grantor has agreed, among other things, to grant to the Lender a security interest in certain of its assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations for the purposes of securing the Obligations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor agrees as follows:

1. Incorporation of the Credit Agreement. The Credit Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined, herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Lender a Lien in all of such Grantor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Lender a security interest in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks.

4. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Lender a security interest in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed copyrights, original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the U.S. Copyright Office, listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) - (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

5. Security Interest in Licenses. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Lender a Lien in all of such Grantor's right, title and interest in and to all of its license agreements with any other party whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter collectively referred to as the "Licenses").

6. Exclusions from Liens and Restrictions on Future Security Interests.

(i) Notwithstanding the grants and conveyances of the Grantors in Paragraphs 2, 3, 4 and 5 above, such grants and conveyances shall not include (i) any application to register any trademark, service mark or other mark prior to filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest thereon or the grant of a mortgage

thereon would void or invalidate such trademark, service mark or other mark and (ii) Licenses for Patents, Trademarks and Copyrights where Grantor is a licensee under any such License and such License prohibits the pledge of Grantor's rights under the same.

(ii) Each Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement and all other Loan Documents shall have been terminated, such Grantor will not enter into any other agreement granting any Lien or security interest in or relating to the Patents, Licenses, Trademarks or Copyrights and such Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Lender under this Security Agreement.

7. Patents, Licenses, Trademarks and Copyrights. Each Grantor represents and warrants that the Patents, Licenses, Trademarks and Copyrights of such Grantor listed on Schedules A, B, C and D respectively, constitute all of the Patents, Licenses, Trademarks and Copyrights now owned by such Grantor. Each Grantor hereby authorizes the Lender as its attorney in fact to modify this Security Agreement by amending Schedules A, B, C and/or D, as applicable, to include any future Patents, Licenses, Trademarks and Copyrights, as applicable, of such Grantor under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or U.S. Copyright Office, as the case may be.

8. Representations and Warranties. Each Grantor represents and warrants to and agrees with the Lender that, except as otherwise set forth in the schedules hereto:

(i) The Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are valid and enforceable;

(iii) Such Grantor is the owner of the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D and has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which such Grantor is a party or any judgment or decree by which such Grantor is bound and does not require any consent under any other agreement to which such Grantor is a party or by which such Grantor is bound. Such Grantor hereby authorizes the United States Patent and Trademark Office and the U.S. Copyright Office to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks and Copyrights to the Lender following the occurrence and during the existence of an Event of Default as the grantee of the pledge of such Grantor's entire interest;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any

part thereof and the same are free from all Liens of any kind, including, but not limited to, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Credit Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. Each Grantor hereby agrees that the use by the Lender of all the Patents, Licenses, Trademarks and Copyrights of such Grantor as described above shall be worldwide and without any liability for royalties or other related charges from the Lender to such Grantor. This Security Agreement, the security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the date of expiration of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder or (ii) the date upon which the Obligations have been satisfied in full and the Credit Agreement has been terminated. Upon the termination of this Security Agreement pursuant to the preceding sentence, the Lender shall promptly file or record such documents and instruments (including termination statements) as shall be necessary or reasonably requested by the Grantors to release the Liens granted hereunder.

10. Continuing Validity of Obligations. The agreements and obligations of the Grantors hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Credit Agreement, the Note or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the other Loan Documents or any other agreement or agreements now or hereafter entered into by the Lender and any Loan Party pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Note or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to any Grantor, (iv) any amendment to or modification of the terms of the Note or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Lender and any Loan Party pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of any Grantor for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of any Grantor hereunder, would or might otherwise be released or discharged. Each Grantor hereby waives notice of the acceptance of this Security Agreement by the Lender.

11. Duties of the Grantors. Except as may be otherwise agreed to by the Lender, each Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the Effective Date or thereafter until the Obligations shall have been satisfied in full and the Credit Agreement shall have terminated, (ii) make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, (iii) preserve and maintain all of its rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights in accordance with its customary practices in the ordinary course of business, and (iv) to take all steps necessary to ensure that the Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by the Grantors. No Grantor shall abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, nor Copyright.

12. Financing Statements; Documents. Each Grantor hereby authorizes the Lender to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable law in form satisfactory to the Lender and the Grantors will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Lender. The Grantors will execute and deliver to the Lender from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office or U.S. Copyright Office, as the Lender may require for the purpose of confirming the Lender's security interest in the Patents, Licenses, Trademarks and Copyrights.

13. Rights of the Grantors and/or the Lender to Sue. Each Grantor may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of such Grantor with or without the Lender's participation. If requested by a Grantor, the Lender shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Lender shall have the same rights, if any, as the applicable Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of such Grantor, and any licenses thereunder, and, if the Lender shall commence any such suit, such Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and such Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment and satisfaction in full of the Obligations and performance of all obligations under the Credit Agreement, this Security Agreement shall terminate automatically and be of no further force and effect and at the request of the Grantors, the Lender shall thereupon terminate its security interest in the Patents, Licenses, Trademarks and Copyrights. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the

parties, their successors and assigns, provided that no Grantor may assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Lender to take any action whatsoever with respect to the Patents, Licenses, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of any Grantor.

15. Waivers. No course of dealing between or among the Loan Parties and the Lender nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

17. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Other Documents. All of the Lender's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the Credit Agreement or any other Loan Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Credit Agreement or the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

20. Governing Law. This Security Agreement has been delivered and accepted in New York, New York and shall be governed by and construed in accordance with the Laws of the State of New York without regard to the conflict of Law provisions thereof.

21. Notices. All notices, statements, requests and demands and other communications given to or made upon the Grantors or the Lender in accordance with the provision of this Agreement shall be given or made as provided in Section 14.6 of the Credit Agreement.

[INTENTIONALLY LEFT BLANK]

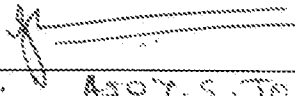


[SIGNATURE PAGE – PATENT TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

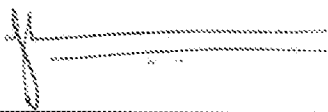
IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed and delivered this Security Agreement, to be effective as of the Effective Date.

**GRANTORS:**

**SPIRIT PHARMACEUTICALS LLC**

By:   
Name: Asoy S. Joshi,  
Title: CEO,

**SPIRIT PHARMACEUTICALS HOLDINGS, LLC**

By:   
Name: Asoy S. Joshi,  
Title: CEO,

[SIGNATURE PAGE – PATENT TRADEMARK AND COPYRIGHT SECURITY  
AGREEMENT]

THE HUNTINGTON NATIONAL BANK

By: Walt Castle  
Name: WALTER CASTLE  
Title: SENIOR VICE PRESIDENT

**Schedule A**

**PATENTS**

- None.

## Schedule B

### TRADEMARKS; TRADE NAMES

- With respect to Spirit Pharmaceuticals LLC:
  - Trademarks:
    - Valumeds
      - Identification Number: 87400993
      - Filing Date: 04/06/2017
      - Registration Date: 10/24/2017
      - Application or Registration Number: 5316587
      - Jurisdiction: United States

**Schedule C**

**COPYRIGHTS**

- None.

**Schedule D**

**LICENSES**

- None.