

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARATEK PHARMACEUTICALS, INC.		09/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC		
Street Address:	333 S. Grand Avenue, 28th Fl.		
Internal Address:	Attn: Oaktree Agency		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5741452	NUZYRA	
Registration Number:	6974799	NUZYRA	
Registration Number:	5251658	NUALTO	
Registration Number:	5740831	N	
Registration Number:	6342276		
Registration Number:	7064589	NUZYRA CENTRAL	
Registration Number:	6827917	NUZYRA CENTRAL	
Registration Number:	6170136	KEYSTONE	
Registration Number:	4716271	PARATEK	
Registration Number:	4969729	PARATEK	
Registration Number:	4974780	PARATEK	
Registration Number:	4974779	PARATEK	
Registration Number:	5042259		
Registration Number:	5829191	POSITIVE PATIENT STORIES	
Registration Number:	5829190	PARATEK POSITIVE PATIENT STORIES	
CORRESPONDENCE DATA			
Fax Number:	2029567069		

OP \$390.00 5741452

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: 2029567685
Email: carrierr@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Rita M. Carrier
Address Line 1: 1700 New York Avenue, N.W., Suite 700
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: Washington, D.C. 20006-5215

ATTORNEY DOCKET NUMBER:	018392.00132 (RMC)
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NAME OF SUBMITTER:	Rita M. Carrier
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SIGNATURE:	/Rita M. Carrier/
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DATE SIGNED:	09/22/2023
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2023 (this “Agreement”), is made by PARATEK PHARMACEUTICALS, INC., a Delaware corporation (the “Grantor”), in favor of OAKTREE FUND ADMINISTRATION, LLC, a limited liability company organized and existing under the laws of Delaware (together with its permitted successors, permitted transferees and permitted assignees, the “Administrative Agent”), as Administrative Agent for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among RESISTANCE ACQUISITION, INC., a Delaware corporation (the “Borrower”), RESISTANCE INTERMEDIATE, INC., a Delaware corporation (“Holdings”), the Lenders (as defined therein) and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, for the benefit of the Secured Parties, dated as of September 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in and to the Trademark Collateral, including those Trademark applications and registrations referred to in Schedule I hereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest

granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. The security interests granted herein in such Trademark Collateral shall terminate and be released in accordance with Section 7.5 of the Security Agreement.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

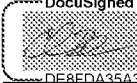
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Effectiveness. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Administrative Agent. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g., “pdf” or “tiff”) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

PARATEK PHARMACEUTICALS, INC.

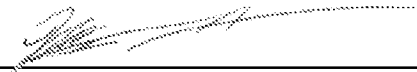
By:  _____
Name: Christopher Bostrom
Title: Vice President, Finance

Accepted and Agreed:

OAKTREE FUND ADMINISTRATION, LLC, as the Administrative Agent

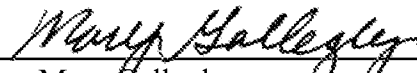
By: Oaktree Capital Management, L.P.

Its: Managing Member

By: 

Name: Matthew Stewart

Title: Managing Director

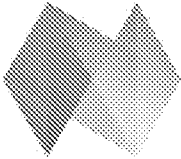

By: 

Name: Mary Gallegly


Title: Managing Director

SCHEDULE I
to Trademark Security Agreement

Registered and Pending Trademarks

	Jurisdiction	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
1.	US	NUZYRA	Registered	87908478	5/4/2018	5741452	4/30/2019	Paratek Pharmaceuticals, Inc.
2.	US	NUZYRA	Registered	88438211	5/20/2019	6974799	2/7/2023	Paratek Pharmaceuticals, Inc.
3.	US	NUALTO	Registered	86664413	6/16/2015	5251658	7/25/2017	Paratek Pharmaceuticals, Inc.
4.	US		Registered	87722323	12/15/2017	5740831	4/30/2019	Paratek Pharmaceuticals, Inc.
5.	US		Registered	88438204	5/20/2019	6342276	5/4/2021	Paratek Pharmaceuticals, Inc.

	Jurisdiction	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
6.	US	NUZYRA CENTRAL	Registered	88133071	9/26/2018	7064589	5/30/2023	Paratek Pharmaceuticals, Inc.
7.	US		Registered	88133066	9/26/2018	6827917	8/23/2022	Paratek Pharmaceuticals, Inc.
8.	US	KEYSTONE	Registered	88233662	12/18/2018	6170136	10/6/2020	Paratek Pharmaceuticals, Inc.
9.	US	PARATEK	Registered	86380676	8/29/2014	4716271	4/7/2015	Paratek Pharmaceuticals, Inc.
10.	US	PARATEK	Registered	86496998	1/7/2015	4969729	5/31/2016	Paratek Pharmaceuticals, Inc.
11.	US		Registered	86645393	5/29/2015	4974780	6/7/2016	Paratek Pharmaceuticals, Inc.
12.	US		Registered	86645386	5/29/2015	4974779	6/7/2016	Paratek Pharmaceuticals, Inc.

	Jurisdiction	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
13.	US		Registered	86645379	5/29/2015	5042259	9/13/2016	Paratek Pharmaceuticals, Inc.
14.	US	POSITIVE PATIENT STORIES	Registered	86664467	6/16/2015	5829191	8/6/2019	Paratek Pharmaceuticals, Inc.
15.	US	PARATEK POSITIVE PATIENT STORIES	Registered	86664460	6/16/2015	5829190	8/6/2019	Paratek Pharmaceuticals, Inc.