

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covis Pharma GmbH		01/04/2022	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National association, as Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	78236828	ALTOPREV	
Serial Number:	77074621	ALVESCO	
Serial Number:	78282980	ALVESCO	
Serial Number:	73701175	BETAPACE	
Serial Number:	75817196	BETAPACE AF	
Serial Number:	85500624	COVIS	
Serial Number:	85463181	COVIS PHARMA	
Serial Number:	77635826		
Serial Number:	78949782	OMNARIS	
Serial Number:	74451450	RILUTEK	
Serial Number:	74322049	SULAR	
Serial Number:	77790189	ZETONNA	
Serial Number:	75186534	ZANAFLEX	
Serial Number:	78713378	ZANAFLEX CAPSULES	
Serial Number:	86035599	A	
Serial Number:	86702064	A AMAG ASSIST	
Serial Number:	77159921	AMAG PHARMACEUTICALS	
Serial Number:	77980168	AMAG PHARMACEUTICALS	

OP \$665.00 78236828

Property Type	Number	Word Mark
Serial Number:	86035596	AMAG PHARMACEUTICALS
Serial Number:	77368571	FERAHEME
Serial Number:	85968862	FERAHEME FERUMOXYTOL INJECTION
Serial Number:	85187580	MAKENA
Serial Number:	85204158	MAKENA CARE CONNECTION
Serial Number:	87864276	
Serial Number:	86538701	MY ADHERENCE PROGRAM
Serial Number:	87025917	MY ADHERENCE PROGRAM

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	039269-0757
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	01/04/2022

Total Attachments: 6

source=Falmouth - U.S. Trademark Security Agreement (Executed) (128696724.1)#page1.tif
source=Falmouth - U.S. Trademark Security Agreement (Executed) (128696724.1)#page2.tif
source=Falmouth - U.S. Trademark Security Agreement (Executed) (128696724.1)#page3.tif
source=Falmouth - U.S. Trademark Security Agreement (Executed) (128696724.1)#page4.tif
source=Falmouth - U.S. Trademark Security Agreement (Executed) (128696724.1)#page5.tif
source=Falmouth - U.S. Trademark Security Agreement (Executed) (128696724.1)#page6.tif

Notice of Grant of Security Interest in Intellectual Property (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of January 4, 2022 (this “*Notice*”), made by COVIS PHARMA GMBH, a company incorporated under the laws of Switzerland, with its registered seat in Zug at Grafenauweg 12, 6301 Zug, Switzerland registered under number CHE 403-495-189 (the “*Pledgor*”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (First Lien), dated as of January 4, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among COVIS US FINCO, LLC, a Delaware limited liability company (the “*Co-Borrower*”), each U.S. Subsidiary Loan Party and Specified Pledgor identified therein, Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined therein), and Barclays Bank PLC, as the Credit Agreement Agent, and each other Authorized Representative from time to time party thereto. The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “*Trademark Collateral*”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that no security interest shall be pledged or granted in any “intent-to-use” (or similar) Trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051 or any corresponding law of any applicable jurisdiction, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act (or the applicable counterpart under the laws of the applicable jurisdiction) has been filed, to the extent, if any, and solely during the period, if any, in which the pledge or grant of a security interest therein would impair the validity or enforceability of any such intent-to-use (or similar) Trademark application or any registration issuing from such application under applicable law.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the

Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

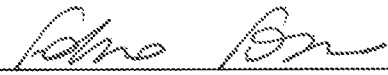
SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Notice and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, 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; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

COVIS PHARMA GMBH

By: 
Name: Fabio Fazio
Title: Chairman of the Managers

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent



By: 

Name: Andrew Lennon

Title: Assistant Vice President

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Covis Pharma GmbH

Mark	Country	Serial Filing Date	No./Reg. Reg. Date	No./Status	Owner
ALTOPREV	United States	78236828 11-APR-2003	29111749 14-DEC-2004	Registered	COVIS PHARMA GMBH
AL VESCO	United States	77074621 02-JAN-2007	3573087 10-FEB-2009	Registered	COVIS PHARMA GMBH
AL VESCO	United States	78282980 04-AUG-2003	2860362 06-JUL-2004	Registered	COVIS PHARMA GMBH
BETAPACE	United States	73701175 15-DEC-1987	1504551 20-SEP-1988	Registered	COVIS PHARMA GMBH
BETAPACE AF	United States	75817196 06-OCT-1999	27111659 29-APR-2003	Registered	COVIS PHARMA GMBH
COVIS	United States	85500624 21-DEC-2011	4756220 16-JUN-2015	Registered	COVIS PHARMA GMBH
COVIS PHARMA 	United States	85463181 03-NOV-2011	4193537 21-AUG-2012	Registered	COVIS PHARMA GMBH
Design Only	United States	77635826 18-DEC-2008	3650673 07-JUL-2009	Registered	COVIS PHARMA GMBH
					
OMNARIS	United States	78949782 10-AUG-2006	3574160 10-FEB-2009	Registered	COVIS PHARMA GMBH
RILUTEK	United States	74451450 26-OCT-1993	1866694 13-DEC-1994	Registered	COVIS PHARMA GMBH
SULAR	United States	74322049 13-OCT-1992	1939088 05-DEC-1995	Registered	COVIS PHARMA GMBH

Mark	Country	Serial Filing Date	No./Reg. Date	No./Reg. Date	Status	Owner
ZETONNA	United States	77790189 27-JUL-2009	4206289 11-SEP-2012		Registered	COVIS PHARMA GMBH
ZANAFLEX <i>Zanaflex</i>	United States	75186534 15-OCT-1996	2383531 05-SEP-2000		Registered	COVIS PHARMA GMBH
ZANAFLEX CAPSULES	United States	78713378 15-SEP-2005	3341341 20-NOV-2007		Registered	COVIS PHARMA GMBH
A logo	United States	86035599 12-AUG-2013	5186751 18-APR-2017		Registered	COVIS PHARMA GMBH
AMAG ASSIST logo	United States	86702064 23-JUL-2015	5191928 25-APR-2017		Registered	COVIS PHARMA GMBH
AMAG PHARMACEUTICALS	United States	77159921 18-APR-2007	4002635 26-JUL-2011		Registered	COVIS PHARMA GMBH
AMAG PHARMACEUTICALS	United States	77980168 18-APR-2007	3949095 19-APR-2011		Registered	COVIS PHARMA GMBH
AMAG PHARMACEUTICALS logo	United States	86035596 12-AUG-2013	5171813 28-MAR-2017		Registered	COVIS PHARMA GMBH
PERAHEME	United States	77368571 10-JAN-2008	3706009 03-NOV-2009		Registered	COVIS PHARMA GMBH
PERAHEME FERUMOXYTOL INJECTION logo	United States	85968862 25-JUN-2013	4509702 08-APR-2014		Registered	COVIS PHARMA GMBH
MAKENA	United States	85187580 30-NOV-2010	4046878 25-OCT-2011		Registered	COVIS PHARMA GMBH
MAKENA CARE CONNECTION	United States	85204158 22-DEC-2010	4151045 29-MAY-2012		Registered	COVIS PHARMA GMBH
MCC HEART LOGO	United States	87864276 05-APR-2018	5611101 20-NOV-2018		Registered	COVIS PHARMA GMBH
MY ADHERENCE PROGRAM	United States	86538701 18-FEB-2015	5142315 14-FEB-2017		Registered	COVIS PHARMA GMBH
MY ADHERENCE PROGRAM logo	United States	87025917 05-MAY-2016	5148294 21-FEB-2017		Registered	COVIS PHARMA GMBH

TRADEMARK

REEL: 007549 FRAME: 0861

RECORDED: 01/04/2022