



**Registration of a Charge**

Company Name: **VERONA PHARMA PLC**

Company Number: **05375156**



Received for filing in Electronic Format on the: **14/05/2024**

XD33Z9CR

**Details of Charge**

Date of creation: **09/05/2024**

Charge code: **0537 5156 0013**

Persons entitled: **OAKTREE FUND ADMINISTRATION, LLC AS ADMINISTRATIVE AGENT  
FOR THE SECURED PARTIES**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT  
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by: **SULLIVAN & CROMWELL LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5375156

Charge code: 0537 5156 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th May 2024 and created by VERONA PHARMA PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2024 .

Given at Companies House, Cardiff on 18th May 2024

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2024 (“*Trademark Security Agreement*”), made by each of the signatories hereto (each a “*Grantor*” and, collectively, the “*Grantors*”), is in favor of Oaktree Fund Administration, LLC, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

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

WHEREAS, each Grantor is party to a Security Agreement, dated as of May 9, 2024 (the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the RIPSA and pay the Purchase Price thereunder, each Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all registered and applied-for Trademarks of such Grantor listed on Error! Reference source not found. attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to filing of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Section 1(c) and 1(d) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, any such Grantor’s right, title or interest therein;

(b) to the extent not covered by **clause (a)**, all income, fees, royalties and other payments now or hereafter due and payable with respect to any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses which the Trademarks included in the Trademark Collateral are associated with and symbolize; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for actual or alleged infringement or other violation of any of the

Trademarks included in the Trademark Collateral or unfair competition regarding the same, together with the right to seek and retain any past or future damages in connection therewith.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

Notwithstanding anything herein to the contrary, the priority of the Lien and Security Interest granted to the Administrative Agent pursuant to this Trademark Security Agreement are subject to the provisions of any Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

*[Remainder of This Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

VERONA PHARMA PLC

By:

A solid black rectangular box used to redact the signature of Mark W. Hahn.

Name: Mark W. Hahn

Title: Chief Financial Officer

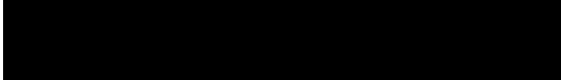
Address: Verona Pharma plc  
c/o Verona Pharma, Inc.  
8529 Six Forks Road, Suite 400  
Raleigh, NC 27615  
Attn: General Counsel  
Email: [legal@veronapharma.com](mailto:legal@veronapharma.com)

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

Address: Oaktree Fund Administration, LLC

333 S. Grand Avenue, 28<sup>th</sup> Fl.




Los Angeles, CA 90071

Attn: Oaktree Agency

Email: [Oaktreeagency@alterdomus.com](mailto:Oaktreeagency@alterdomus.com)

## TRADEMARKS

Trademark Registrations and Applications

Country	Trademark	Logo Image (if applicable)	Applicant/ Proprietor(s)	Application No. (Registration No.)	Application date (Registration date)
United States of America	BREATH OF INNOVATION		VERONA PHARMA PLC	88949498 (6496295)	06/05/2020 (09/28/2021)
United States of America	OHTUVAYRE		VERONA PHARMA PLC	98450540	03/14/2024
United States of America	Swoosh Device		VERONA PHARMA PLC	97686104	11/21/2022
United States of America	Verona Pathway+ Logo		VERONA PHARMA PLC	98375466	01/25/2024
United States of America	VERONA PHARMA		VERONA PHARMA PLC	88952756 (6,458,956)	06/08/2020 (08/24/2021)
United States of America	OHTUVAYRE		VERONA PHARMA PLC	98494784	4/11/2024