## Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Dyax Corp., a Delaware Corporation	03/18/2009

### **RECEIVING PARTY DATA**

Name:	Cowen Healthcare Royalty Partners, L.P.
Street Address:	177 Broad Street
Internal Address:	Suite 1101
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901

### PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	5223409
Patent Number:	5403484
Patent Number:	5571698
Patent Number:	5837500
Patent Number:	6979538
Patent Number:	7208293
Patent Number:	7118879
Patent Number:	7413537
Patent Number:	7244592
Application Number:	07240160
Application Number:	10414643
Application Number:	11745199
Application Number:	12255793
Application Number:	11763251
	DATENT

PATENT

REEL: 022408 FRAME: 0768

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Application Number:	60362403
Application Number:	09988899
Application Number:	11862791
Application Number:	09837306
Application Number:	10000516
Application Number:	10045674
Application Number:	11365556
Application Number:	60198069
Application Number:	10026925
Application Number:	11416460

#### **CORRESPONDENCE DATA**

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-408-3121 x2348 Email: jpaterso@cscinfo.com

Corporation Service Company Correspondent Name:

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER: Jean Paterson	ATTORNEY DOCKET NUMBER:	928899
	NAME OF SUBMITTER:	Jean Paterson

### **Total Attachments: 9**

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PATENT

**REEL: 022408 FRAME: 0769** 

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made and entered into as of March 18, 2009 (the "Effective Date") by and between Dyax Corp., a Delaware corporation (including its successors and assigns, "Grantor"), and Cowen Healthcare Royalty Partners, L.P., a Delaware limited partnership (including its successors and assigns, "Grantee").

#### **WITNESSETH:**

WHEREAS, Grantor and Grantee are parties to that certain Security Agreement, dated as of August 5, 2008, amended and restated as of March 18, 2009, (as may be further amended, supplemented and otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Grantee this Patent Security Agreement for the purposes of filing;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>**DEFINED TERMS.**</u> All capitalized terms used but not other wise defined herein have the meanings given to them in the Security Agreement.
- 2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants to Grantee a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
  - (a) all of the patents and patent applications set forth on Schedule I hereto;
  - (b) all issued patents, reissues, reexaminations, renewals, and extensions of the foregoing and any continuations, continuations-in-part or divisionals of the foregoing;
  - (c) all rights to sue for past, present and future infringement of any such patent right, including the right to receive all income, royalties and damages therefrom; and
  - (d) to the extent not otherwise included, all products and proceeds of the foregoing.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter.
- 4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to

Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral set forth herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- 5. AUTHORIZATION TO SUPPLEMENT. Grantor shall give Grantee notice in accordance with the Security Agreement of any additional patents or applications therefor after the date hereof that are included in the Collateral. Grantor hereby authorizes Grantee unilaterally to modify this Agreement by amending Schedule I to include any such future patents or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. **GOVERNING LAW.** This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.
- 7. <u>COUNTERPARTS: EFFECTIVENESS</u>. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be duly executed by their respective authorized officers as of the date first above written.

GRANTOR:

DYAX CORP.

Name: Title:

By:

Ivana Magovcevic Liebisch, Ph.D., J.D. Executive Vice President of Administration

and General Counsel

[Signature Page to Patent Security Agreement]

**PATENT** 

**REEL: 022408 FRAME: 0772** 

## GRANTEE:

# COWEN HEALTHCARE ROYALTY PARTNERS, L.P.

By: Cowen Healthcare Royalty GP, LLC, its General Partner

Jan 19

By:

Name: Gregory B. Brown, M.D. Title: Managing Director

[Signature Page to Patent Security Agreement]

## SCHEDULE I TO PATENT SECURITY AGREEMENT

# **PATENTS**

## **PATENTS**

## **LFRP Patents**

# DYAX (OWNER) PHAGE DISPLAY PATENT RIGHTS

新版報题制 MATTER							Her Hills	
Ladner 1		07/240,160			GENERATION AND SELECTION OF NOVEL DNA-BINDING PROTEINS AND POLYPEPTIDES	SPARUS ABANDONED	#ESSUE	<b>EXPERATION</b> 7 /15/1991
Ladner 7	US	07/664,989	5,223,409		DIRECTED EVOLUTION OF NOVEL BINDING PROTEINS	ISSUED	6 /29/1993	6 /29/2010
Ladner 7D	US	08/009,319	5,403,484		VIRUSES EXPRESSING CHIMERIC BINDING PROTEINS	ISSUED	4 /4 /1995	4 /4 /2012
Ladner 7E	US	08/057,667	5,571,698		DIRECTED EVOLUTION OF NOVEL BINDING PROTEINS	ISSUED	11/5 /1996	6 /29/2010
Ladner 7F	US	08/415,922	5,837,500		DIRECTED EVOLUTION OF NOVEL BINDING PROTEINS	ISSUED	11/17/1998	6 /29/2010
Ladner 7J	US	09/781,988	6,979,538	20020150881	DIRECTED EVOLUTION OF NOVEL BINDING PROTEINS	ISSUED	12/27/2005	6 /29/2010
Ladner 7M	US	09/893,878	7,208,293	20030113717	DIRECTED EVOLUTION OF NOVEL BINDING PROTEINS	ISSUED	4 /24/2007	6 /29/2010
Ladner 70	US	10/126,544	7,118,879	20040023205	METHOD OF RECOVERING A NUCLEIC ACID ENCODING A PROTEINACEOUS BINDING DOMAIN WHICH BINDS A TARGET MATERIAL	ISSUED	10/10/2006	6 /29/2010
Ladner 7R	US	10/207,797	7,413,537	20060084113	DIRECTED EVOLUTION OF DISULFIDE BONDED MICROPROTEINS	ISSUED	8 /19/2008	11/29/2012
Ladner 75	US	10/414,643			METHOD OF RECOVERING A NUCLEIC ACID ENCODING A PROTEINACEOUS BINDING DOMAIN WHICH BINDS A TARGET	ABANDONED		10/23/2006

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	<u> </u>			MATERIAL			
Ladner 7T	US	11/745,199		DIRECTED EVOLUTION OF DISULFIDE BONDED PROTEINS	PUBLISHED		
Ladner 7U	US	12/255,793		DIRECTED EVOLUTION OF NOVEL BINDING PROTEINS	PENDING		

# **DYAX (OWNER) ANTIBODY TECHNOLOGY PATENTS (cont)**

## **ANTIBODY REFORMATTING PATENTS**

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042001	115	10/383 902	7 244 502	20020224400	LIGAND SCREENING AND DISCOVERY	STATUS		ETRIBATION.
			/, <del>211</del> ,392	20030224408	LIGAND SCREENING AND DISCOVERY	ISSUED	7 /17/2007	3/7.2023 (5 /14/2024 when add in (+434 Days PTA)
042002	US	11/763,251			LIGAND SCREENING AND DISCOVERY	PENDING		3 /7 /2023
042P01	บร	60/362,403			LIGAND SCREENING AND DISCOVERY	EXPIRED		3 /7 /2003

# NOVEL FAB FRAGMENTS - HOOGENBOOM ET AL.

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					<b>PSERVIE</b>	ALCONO ESCADADA
139001	US	09/988,899		NOVEL FAB FRAGMENT LIBRARIES AND METHODS FOR THEIR USE	ABANDONE D	10/29/2007
139002	US	11/862,791		NOVEL FAB FRAGMENT LIBRARIES AND METHODS FOR THEIR USE	PUBLISHED	5 /18/2019

## CJ LIBRARY - LADNER ET AL.

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140001		09/837,306	20040029113	NOVEL METHODS OF CONSTRUCTING LIBRARES COMPRISING DISPLAYED AND/OR EXPRESSED MEMBERS OF A DIVERSE FAMILY OF PEPTIDES, POLYPEPTIDES OR PROTEINS AND NOVEL LIBRARIES	ABANDONED	6 /16/2006
140002	US	10/000,516		NOVEL METHODS OF CONSTRUCTING LIBRARIES COMPRISING DISPLAYED AND/OR EXPRESSED MEMBERS OF A DIVERSE FAMILY OF PEPTIDES, POLYPEPTIDES OR PROTEINS AND THE NOVEL LIBRARIES	ABANDONED	2 /22/2002
140003	US	10/045,674	20030232333	NOVEL METHODS OF CONSTRUCTING LIBRARIES COMPRISING DISPLAYED AND/OR EXPRESSED MEMBERS OF A DIVERSE FAMILY OF PEPTIDES,	Published	4 /17/2021

-3**-**

			POLYPEPTIDES OR PROTEINS AND THE NOVEL LIBRARIES	SPARTS	receyje	HAPMANON
140004	US	11/365,556	NOVEL METHODS OF CONSTRUCTING LIBRARES COMPRISING DISPLAYED AND/OR EXPRESSED MEMBERS OF A DIVERSE FAMILY OF PEPTIDES, POLYPEPTIDES OR PROTEINS AND NOVEL LIBRARIES	PUBLISHED		4 /17/2021
140P01	US	60/198,069	NOVEL METHODS OF CONSTRUCTING LIBRARIES OF HUMAN FAB ANTIBODY FRAGMENTS DISPLAYED ON FILAMENTOUS PHAGE	EXPIRED		04/17/2001

## **SYNTHETIC CDR LIBRARIES - LADNER**

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<u> </u>								EXTERNATION !		
141001	US	10/026,925		1	FOCUSED LIBRARIES OF GENETIC PACKAGES	ABANDONED		9 /8 /2006		
141002	US	11/416,460		1	FOCUSED LIBRARIES OF GENETIC PACKAGES	PUBLISHED		12/18/2021		

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