

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3193211

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NOXXON PHARMA AG	03/10/2014
RECEIVING PARTY DATA	
Name:	KREOS CAPITAL IV (UK) LIMITED
Street Address:	25-28 OLD BURLINGTON STREET
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	W1S 3AN
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8871920
CORRESPONDENCE DATA	
Fax Number:	(301)560-2034
<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>	
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ATTORNEY DOCKET NUMBER:	021315-08481700
NAME OF SUBMITTER:	DEAN NAKAMURA
SIGNATURE:	/Dean Nakamura/
DATE SIGNED:	01/22/2015
Total Attachments: 50	
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**Agreement on the Pledge of Intellectual Property
Rights as Collateral**

*(Vereinbarung über die Verpfändung von geistigen
Eigentumsrechten)*

NOXXON PHARMA AKTIENGESELLSCHAFT

and

KREOS CAPITAL IV (UK), LIMITED

10 March 2014

†



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THIS AGREEMENT ON THE PLEDGE OF INTELLECTUAL PROPERTY RIGHTS AS COLLATERAL (the "Agreement") is made between

1. **NOXXON Pharma Aktiengesellschaft**, Max-Dohrn-Str. 8-10, 10589 Berlin, Germany
"Pledgor"

and

2. **KREOS CAPITAL IV (UK) Limited**, 25 – 28 Old Burlington Street, London W1S 3AN, UK
"Pledgee"

- Pledgor and Pledgee hereinafter collectively referred to as the "Parties" and each as a "Party" -

Preamble

- A. The Pledgor is a German stock corporation (*Aktiengesellschaft*) with its seat in Berlin and registered with the commercial register at the local court of Berlin-Charlottenburg under registration number HRB 65553. The Pledgee is a growth capital company with seat in the UK providing loan financings to companies from various industries.
- B. On or about 10 March 2014 the Pledgor and the Pledgee have entered into a loan facility agreement under which the Pledgee shall pursuant to the terms of such agreement provide the Pledgor with a loan facility (the "Loan") in the amount of up to (the "Loan Agreement").
- C. Pursuant to the terms of the Loan Agreement, it is a condition precedent to the Pledgee providing the Loan to the Pledgor that the Pledgor shall have provided the Pledgee with executed Security Documents (as defined in the Loan Agreement) to secure all of the Pledgor's obligations under the Loan Agreement. Therefore, the Pledgor shall execute and deliver to the Pledgee all relevant documents, instruments, or agreements pursuant to which the Pledgor shall grant a first priority perfected security interest in favor of the Pledgee in certain of the Pledgor's assets, including certain intellectual property.
- D. In order to give effect to the foregoing, and without prejudice to any other security interests to be provided as a condition precedent to the closing of the Loan Agreement, Pledgor herewith grants Pledgee a security interest in form of a pledge of its In-

tellectual Property rights (*Verpfändung von geistigen Eigentumsrechten*).

Now, therefore, the Parties enter into the following agreement (the "Agreement") as follows:

1. Definitions and Language

- 1.1 In this Agreement, references to a person include its successors and assigns, and references to a document are references to that document as amended, restated, novated and/or supplemented through the time such reference becomes effective.
- 1.2 This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail.
- 1.3 Where the context so admits, the singular includes the plural and vice versa.
- 1.4 Terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement. The following terms, as used herein, shall have the following meanings:

"**Clinical Products**" has the meaning given to such term in Section 2.3 hereof.

"**Event of Enforcement**" means that the requirements with regard to the enforcement of any of the Pledges are met, in particular the requirements set forth in Section 1204 et seq. and Section 1273 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) (*Pfandreife*) and any or all of the Secured Obligations are not paid when due (*fällig*).

"**Indemnified Parties**" has the meaning given to such term in Section 10.2 hereof.

"**Intellectual Property**" means any and all presently or future (partially or fully) owned intellectual property rights such as patents, trademarks, utility models (*Gebrauchsmuster*), design patents (*geschützte Designs*) (granted/registered and corresponding applications) including reissues or extensions thereof as well as (i) any and all licenses, which the Pledgor has granted or will be granting with respect to such intellectual property rights (ii) any and all usage rights with respect to domain names registered in the name of the Pledgor or used by the Pledgor at any time, and (iii) any domain names.

"**IP License**" means an agreement pursuant to which the Pledgor has licensed any Intellectual Property to a third party.



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"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, lien (statutory or other), security interest or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever and under any jurisdiction whatsoever intended to assure payment of any indebtedness or the performance of any other obligation, including any conditional sale or other title retention agreement.

"Pledge" or "Pledges" has the meaning given to such term in Section 2 hereof.

"Proceeds" has the meaning given to such term in Section 2 hereof.

"Secured Obligations" means any and all obligations (present and future, actual and contingent) which are or become owing by the Pledgor to the Pledgee under the Loan Agreement. The Secured Obligations shall, for the avoidance of doubt, also include obligations incurred by the Pledgor on or after the opening of insolvency proceedings, shall apply to the Pledgor irrespective of any corporate restructuring or transformation and shall also apply to any contingent obligations on the grounds of invalidity or unenforceability of the Loan Agreement, in particular claims on the grounds of unjustified enrichment (*ungerechtfertigte Bereicherung*).

"Secured Party" means the Pledgee.

"Trademark" or "Trademarks" means any trademarks (*Marken*) owned by the Pledgor, irrespective of the jurisdiction under which such trademarks have been granted.

2. **Pledging of Intellectual Property Rights as Collateral**

The Pledgor, as collateral security for the full and complete payment when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants a first ranking pledge (*erstrangiges Pfandrecht*) ("Pledge") to the Pledgee as collateral all of its right, title and interest in, to and under the following Intellectual Property of Pledgor which the Pledgee hereby accepts, it being agreed and understood that each item mentioned in Annexes 1 and 2 shall be subject to a separate Pledge (collectively, the "Pledges"). In detail:

2.1



- 2.2 all of the patents and patent applications listed in Annex 2 hereto as well as all IP Licenses with regard to such patents or patent applications to which it is a party;
- (a) all renewals, reissues, continuations, continuations in part or extensions of the foregoing;
 - (b) all usufructs (*Nutzungen*) and other proceeds of the foregoing, including any claim by the Pledgor against third parties for past, present or future infringement of any patent licensed under any IP License.

Annex 3 contains a list of IP Rights which have been licensed to the Pledgor by third parties. The Parties agree that the IP Rights (patents and licenses) listed in Annex 3 shall therefore not be subject to the Pledges created by this Agreement, since these IP Rights are not the property of the Pledgor. The Parties also agree that the Patents listed in Annex 4 shall not be subject to the Pledges created by this Agreement, since these Patents have been or will be abandoned by the Pledgor. The Parties further agree that the Patents listed in Annex 5 shall not be subject to the Pledges created by this Agreement, since these Patents are required to be unencumbered by third-party rights in order for the Pledgor to receive public funds;

- 2.3 all of its future owned patents and patent applications arising out of or in connection with the three product lines currently undergoing clinical trials (i.e., Emapticap pegol (NOX-E36), Olaptosed pegol (NOX-A12) and Lexaptetid pegol (NOX-H94) (the "Clinical Products") including, but not limited to, all renewals, reissues, continuations or extensions of the foregoing as well as all usufructs (*Nutzungen*) and other proceeds of the foregoing, including any claim by the Pledgor against third parties for infringement of any such patent or patent applications or licensed under any IP License relating thereto.
- 2.4 The usufructs and other proceeds defined in Sections 2.1 and 2.2 are collectively referred to as the "Proceeds".
- 2.5 The Pledgee hereby accepts the Pledges.
- 2.6 The validity and effect of each Pledge created hereunder shall be independent from the validity and the effect of any other Pledge created hereunder.
- 2.7 Each of the Pledges is in addition, and without prejudice, to any other security the Pledgee may now or hereafter hold as security for the Secured Obligations.



2.8 The Parties are aware that under German law (i) a transfer of the Secured Obligations to a third party will result in a transfer of the Pledges created hereunder by operation of law and (ii) a transfer of the Pledges without the Secured Obligations is not possible. For the avoidance of doubt, the Parties agree that nothing in this Agreement shall exclude a transfer of all or part of the Pledges created hereunder by operation of law upon the transfer or assignment (including by way of assumption (*Vertragsübernahme*)) of all or part of the Secured Obligations by the Pledgee to any third party.

3. Purpose of Pledge

3.1 The Pledges created under this Agreement are granted to the Pledgee for the purpose of securing the prompt and punctual payment and performance in full of the Secured Obligations.

3.2 Notwithstanding that claims, titles, rights and remedies associated with the Intellectual Property are pledged hereunder, the Pledgor shall be entitled to exercise all rights and powers in respect of each of the Intellectual Property subject to Pledgor's responsibilities according to Section 6, unless an Event of Default has occurred.

4. Rights of Use regarding the Intellectual Property rights

4.1 The Pledgor shall be entitled to use the Intellectual Property rights without restrictions in its business without the prior consent of the Pledgee and without the obligation to pay remuneration of any kind to the Pledgee. This entitlement includes future applications and registrations of Intellectual Property rights. The right of use includes the right, with regard to the Intellectual Property, to grant, amend or terminate licenses or to dispose of Intellectual Property rights on normal commercial terms in the normal course of business and without the consent of the Pledgee, subject to the approval of the supervisory board (*Aufsichtsrat*) of the Company as long as the business relating to the Clinical Products is maintained in the Company; any sale or transfer of such business or any assets relating thereto shall require the prior written consent of the Pledgee

4.2 The Pledgor shall be entitled to receive and retain Proceeds from the licensing of the Intellectual Property rights until such time as the Pledgee is entitled to enforce the Pledges (or any part thereof) constituted hereunder. After the occurrence and during the continuance of an Event of Default, the Pledgee may revoke Pledgor's rights to receive Proceeds pursuant to Section 4.6 and the Pledgee shall have the sole and exclusive right to receive the Proceeds and to apply such Proceeds in accordance with Section 8 (Enforcement of the Pledges) below.

4.3 If such Proceeds are received by the Pledgor after the occurrence of an Event of Enforcement, the Proceeds shall be received by the Pledgor as trustee for the benefit of



the Pledgee and shall be segregated from other property or funds of the Pledgor and shall be forthwith delivered to the Pledgee for the benefit of the Pledgee in the form so received (with any necessary endorsement).

4.4 The Pledgor will be listed as owner of the Intellectual Property rights in the relevant public registers, especially the patent and trademark registers, until the Intellectual Property Rights have been transferred in accordance with this Agreement and applicable law to one or more third parties in the case of an Event of Default. The foregoing applies to future applications and registrations of Intellectual Property rights as well.

4.5 The Pledgor is entitled and obliged to defend Intellectual Property rights on its own behalf and at its own expense against interferences by third parties (especially in case of opposition, nullity and cancellation proceedings) and infringements unless the Pledgor in its sole discretion determines the hopelessness (*Aussichtslosigkeit*) or the economical unreasonableness of the case. The Pledgor is entitled to assert the Intellectual Property rights on its own behalf in court or otherwise. Regarding the Pledgee's right to information and participation, Section 6.2 applies.

4.6 The Pledgee is entitled to revoke the Pledgor's right of use pursuant to the previous Sections with a notice period of thirty (30) days if (i) an event of default as set forth in Section 9 of the Loan Agreement occurs and (being capable of remedy) has not been cured ("Event of Default") and the requirements for the enforcement of the Pledges are met (*Pfandreife*) or, without prior notice, (ii) if insolvency proceedings regarding the assets of the Pledgor have been initiated by the courts or by the Pledgor.

4.7 Upon fulfillment of the Secured Obligations the Pledgor's entitlement to receive and retain Proceeds shall be restored.

5. Representations and Warranties by Pledgor

5.1



5.2

8



6. Covenants of Pledgor

6.1

6.2

7. Further Undertakings (Covenants) of the Pledgor

7.1



7.2

7.3

8. Enforcement of the Pledges

8.1

8.2

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8.8

8.9

9. Waiver of Defences; Exercise of Powers

10. Indemnity

10.1

10.2

11. Duration and Independence

11.1 This Agreement shall remain in full force and effect until the Secured Obligations have been fully paid and discharged. Thus, upon occurrence of the aforementioned events the Pledges shall terminate with immediate effect and the Pledgee shall carry



out all actions, issue all declarations etc. necessary (if any), as instructed by the Pledgor to immediately release the Intellectual Property to the Pledgor or any third party indicated by the Pledgor.

11.2 The Pledges created under this Agreement are in addition to and independent of any other security interest or guarantee provided by the Pledgor or third parties to the Pledgee in respect of the Secured Obligations under the Loan Agreement. None of such other security interests shall prejudice, or shall be prejudiced by, or shall be merged in any way with, this Agreement.

12. Costs and Expenses

12.1

12.2

12.3

13. Severability

Without prejudice to any other provision hereof, if at any time any one (or more) provision(s) hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, or if the Parties become aware of any omission (*Vertragslücke*) hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such Party or Parties or such omission (*Vertragslücke*) shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto and shall not affect or impair the validity, legality and enforceability of the



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remaining provisions hereof. Such invalid, illegal or unenforceable provision or such omission (*Vertragslücke*) shall be replaced by the Parties with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, unenforceable or omitted provision.

14. Amendments

Changes and Amendments to this Agreement shall be made in text form and signed by both parties to this Agreement, unless notarial form by operation of applicable law is required. This also applies to this Section 14.

15. Notices and their Language

15.1



15.2

16. Non-German Law

16.1 This Agreement refers in several instances to provisions of German law. In case the laws and regulations of foreign jurisdictions apply to any Pledges created hereunder, those provisions of the applicable foreign law(s) shall apply which are equivalent to the provisions of German law referred to herein. Section 17.1 shall remain unaffected.

17. Governing Law and Jurisdiction

17.1 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, with out regard to its conflict of laws provisions.

17.2 The place of jurisdiction for any and all claims or disputes arising under or in connection with this Agreement shall be the courts of Berlin, Federal Republic of Germany.

18. Individual Agreement

For the avoidance of doubt, the parties hereby expressly acknowledge and agree that the terms and conditions of this Agreement have been negotiated individually among them.

19. Counterparts

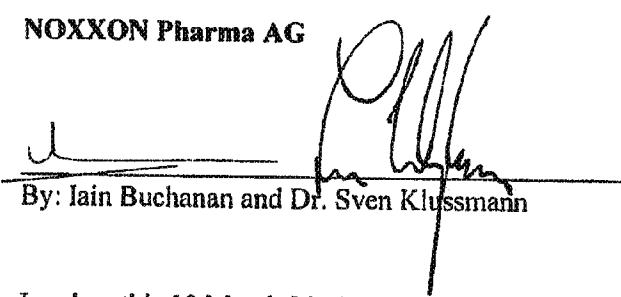
This Agreement may be executed in counterparts (including facsimile copies), each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.



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Berlin, this 10 March 2014

NOXXON Pharma AG

Handwritten signatures of Iain Buchanan and Dr. Sven Klusmann, written over a horizontal line.

By: Iain Buchanan and Dr. Sven Klusmann

London, this 10 March 2014

KREOS CAPITAL IV (UK) Limited

By: _____

Execution Copy

Berlin, this 10 March 2014

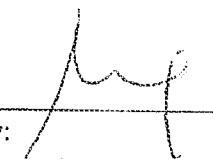
NOXXON Pharma AG

By: Iain Buchanan and Dr. Sven Klusmann

London, this 10 March 2014

KREOS CAPITAL IV (UK) Limited

By:



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ANNEXES

to

**AGREEMENT ON THE PLEDGE OF INTELLECTUAL PROPERTY RIGHTS AS COL-
LATERAL**



Annex 1

List of Intellectual Property Rights

Trade Names

NOXXON Pharma AG

Trade Marks





Annex 2

List of Intellectual Property Rights

Clinical Programs

Emapticap pegol (NOX-E36)

Patent family 'MCP-1 binding nucleic acids'

- patents (**bold**) and patent applications based on WO 2007/093409
- expiry date (20 years from international filing): February 14th 2027
-

COUNTRY	APPLICATION NUMBER	PUBLICATION NUMBER	STATUS & COMMENTS
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US	12/279,183	8,193,159	issued; PTA +315 days expiry date: Dec 26 th 2027; claims: NOX-E36 = 180-D1-036 [SEQ.ID: 37];
US (div.)	13/487,341	US20130035376A1	notice of allowance; examination of NOX-E36 se- quence family



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Patent family 'MCP-1 binding nucleic acids and use thereof'

- patents (**bold**) and patent applications based on WO 2009/068318
- expiry date (20 years from international filing): November 29th 2028

COUNTRY	APPLICATION NUMBER	PUBLICATION NUMBER	STATUS & COMMENTS
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US (continuation-in-part of 12/279,183)	12/325,180	8,367,629	issued; expiry date: Dec 26 th 2027
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Olaptesed pegol (NOX-A12)

Patent family 'SDF-1 binding nucleic acids'

- patents (**bold**) and patent applications based on WO 2008/009437
- expiry date (20 years from international filing): July 18th 2027
-

COUNTRY	APPLICATION NUMBER	PUBLICATION NUMBER	STATUS & COMMENTS



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US	12/374,311	8,314,223	issued; PTA +592 days expiry date: March 1 st 2029 claims: sequence of NOX-A12 (193-G2-012) → SEQ ID NO: 67
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Patent family 'SDF-1 binding nucleic acids and use thereof'

- **patents (bold)** and patent applications based on WO 2009/019007
- expiry date (20 years from international filing): August 6th 2028
-

COUNTRY	APPLICATION NUM- BER	PUBLICATION NUM- BER	STATUS & COM- MENTS
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US	12/672,449	US20110223127A1	Notice of allowance
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Preclinical Programs

Patent family 'C5a binding nucleic acids' (→ Target: C5a)

- patents (**bold**) and patent applications based on WO 2009/040113
- expiry date (20 years from international filing): September 24th 2028

COUNTRY	APPLICATION NUMBER	PUBLICATION NUMBER	STATUS & COMMENTS
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US	12/679,307	8,507,456	Issued PTA+188 days expiry date: March 31 st 2029
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Patent family 'Novel use of Spiegelmers' (→ Target: HMGA)

- **patents (bold) and patent applications based on WO 2006/117217**
- expiry date (20 years from international filing): May 4th 2026

COUNTRY	APPLICATION NUMBER	PUBLICATION NUMBER	STATUS & COMMENTS
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US	11/913,526	8,497,250	Issued PTA+459 days expiry date: August 6th 2027



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Technology-related IP

Patent family 'Modified L-Nucleic Acid'

- patents (**bold**) and patent applications based on WO 03/035665
- expiry date (20 years from international filing): October 25th 2022

COUN- TRY	APPLICATION NUMBER	PUBLICATION NUMBER	STATUS & COMMENTS
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US	10/493,569	7,629,456	issued; PTA +775 days; expiry date: December 8th 2024
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Annex 3

List of Intellectual Property Rights (licensed in)











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Annex 4

List of Intellectual Property Rights (abandoned)





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Annex 5

List of Intellectual Property Rights (excluded)

