

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4067627

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AURA BIOSCIENCES, INC.	09/15/2016
RECEIVING PARTY DATA	
Name:	ADVENT LIFE SCIENCES FUND I, L.P.
Street Address:	158-160 NORTH GOWER STREET
City:	LONDON NW1 2ND
State/Country:	ENGLAND
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	13264213
Application Number:	14376408
Application Number:	15023169
Application Number:	12598684
Application Number:	13763365
Application Number:	14558301
Application Number:	10693300
Application Number:	08775366
Application Number:	09734206
Application Number:	62321078
Application Number:	62249013
Application Number:	62249033
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	rcsweeney@mintz.com
Correspondent Name:	ROBERT SWEENEY
Address Line 1:	MINTZ LEVIN
Address Line 2:	ONE FINANCIAL CENTER
Address Line 4:	BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	49175-001
NAME OF SUBMITTER:	ROBERT C. SWEENEY
SIGNATURE:	/Robert C. Sweeney/
DATE SIGNED:	09/26/2016

Total Attachments: 15

source=Aura - Intellectual Property Security Agreement (EXECUTED)#page1.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page2.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page3.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page4.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page5.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page6.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page7.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page8.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page9.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page10.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page11.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page12.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page13.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page14.tif
source=Aura - Intellectual Property Security Agreement (EXECUTED)#page15.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 15, 2016, by and between ADVENT LIFE SCIENCES FUND I, L.P., an English limited partnership with an office located at 158-160 North Gower Street, London NW1 2ND, England (“**Advent**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Lenders (as defined below), and AURA BIOSCIENCES, INC., a Delaware corporation with offices located at 85 Bolton Street, Cambridge, MA 02140 (“**Grantor**”).

RECITALS

A. Pursuant to (a) a Note and Warrant Purchase Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Purchase Agreement**”) by and among the Collateral Agent, the lenders from time to time party thereto including without limitation Advent (the “**Lenders**”) and Grantor and (ii) the Notes issuable from time to time under the Purchase Agreement, the Lenders agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**” and together with the Purchase Agreement, the “**Loan Documents**”); capitalized terms used herein are used as defined in the Loan Documents. Lenders are willing to make, and to continue to make, the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) and licenses or other rights to use any of such Copyrights, Patents, Trademarks, or Mask Works, to secure the obligations of Grantor under the Loan Documents.

B. Defined Terms

“**Event of Default**” shall mean the Company’s failure to pay or discharge the Obligations in full in accordance with the terms of this Agreement and the Loan Documents, the occurrence of an Event of Default (as defined in the Notes) or the Company’s breach of any provision of this Agreement.

“**Obligations**” shall mean the unpaid principal amount of, and interest on, the Notes, all amounts and other obligations of every nature under the Loan Documents, whether for principal, interest, fees, indemnification or otherwise, and all liabilities and obligations hereunder.

“**Secured Obligations**” means (a) the full and prompt payment, in lawful money of the United States, of any and all Obligations owing to the Collateral Agent and the Lenders as and when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, and the due performance and compliance by each obligor in respect of the Obligations with all other terms, conditions and agreements set forth in the Loan Documents, including without limitation liability for all interest (including without limitation all interest accruing after the commencement of any bankruptcy, insolvency or similar proceeding at the rate provided in the Loan Documents, whether or not a claim therefor is allowed in such proceeding), fees, indemnities and other costs and expenses relating to or arising out of the Obligations; (b) any and

all sums advanced by the Collateral Agent in order to preserve the Intellectual Property Collateral (as defined below) or preserve its security interest in the Intellectual Property Collateral; (c) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations or liabilities of the Company referred to in clauses (a) and (b) above, after an Event of Default shall have occurred and be continuing, the reasonable expense of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing the Intellectual Property Collateral, or any exercise of the Collateral Agent of its rights hereunder, together with any reasonable attorneys' fees and court costs; and (d) all amounts owing to the Collateral Agent or the Lenders or to any of their respective Affiliates pursuant to any of the Loan Documents in its capacity as such.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations, Grantor grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all (i) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, (ii) all income, royalties and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, and (iii) all rights corresponding to any of the foregoing throughout the world (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All (i) patents, patent applications, patentable inventions and like protections (including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same), including without limitation the patents and patent applications set forth on Exhibit B attached hereto, (ii) all income, royalties and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, and (iii) all rights corresponding to any of the foregoing throughout the world (collectively, the "**Patents**");

(e) Any (i) trademark and service mark rights, Trade names, corporate names, business names, fictitious names, service marks, logos or other business identifiers, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Company connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, (ii) all income, royalties and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, and (iii) all rights corresponding to any of the foregoing (including the goodwill) throughout the world (collectively, the “**Trademarks**”);

(f) All (i) mask works or similar rights, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto, (ii) all income, royalties and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, and (iii) all rights corresponding to any of the foregoing throughout the world (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any Copyrights, Patents, Trademarks or Mask Works now owned or hereafter acquired, including without limitation those license agreements set forth on Exhibit E attached hereto, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals, continuations (in whole or in part) and reissues of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted.

The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Purchase Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity,

shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies. To the extent of any conflict between the provisions of this Agreement and the Purchase Agreement, this Agreement shall govern and control.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

85 Bolton Street
Cambridge, MA 02140
Attn: President

AURA BIOSCIENCES, INC.

By: *Elisabet de los Pinos*
Name: Elisabet de los Pinos, Ph.D.
Title: President and Chief Executive Officer

COLLATERAL AGENT:

Address of Collateral Agent:

158-160 North Gower Street
London NW1 2ND England

ADVENT LIFE SCIENCES FUND I LP

By: Advent Life Sciences LLP,
its General Partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

85 Bolton Street
Cambridge, MA 02140
Attn: President

AURA BIOSCIENCES, INC.

By: _____
Name: Elisabet de los Pinos, Ph.D.
Title: President and Chief Executive Officer

COLLATERAL AGENT:

Address of Collateral Agent:

158-160 North Gower Street
London NW1 2ND England

ADVENT LIFE SCIENCES FUND I LP

By: Advent Life Sciences LLP,
its General Partner

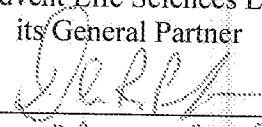
By: 
Name: DALE R. PFOOS
Title: General Partner

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

EXHIBIT B

Patents

Assignee(s)	Country	Title	Applica- tion Status	Application Number	Filing Date	Publication Number	Patent No.	Issue Date	Expiration Date* (*not including any PTA)	License
<i>INSERM & Aura</i>	Japan	HPV PARTICLES AND USES THEREOF	Granted	2012-505858	24-Jul- 09		5658230	5-Dec- 14	24-Jul-29	Co-owned with rights under a license agreement
<i>INSERM & Aura</i>	India	HPV PARTICLES AND USES THEREOF	Pending	8840/DELNP/2 011	24-Jul- 09					Co-owned with rights under a license agreement
<i>INSERM & Aura</i>	Canada	HPV PARTICLES AND USES THEREOF	Pending	2795906	24-Jul- 09					Co-owned with rights under a license agreement
<i>INSERM & Aura</i>	United States of America	HPV PARTICLES AND USES THEREOF	Publishe d	13/264213	2-Mar- 12	2012- 0171290-A1				Co-owned with rights under a license agreement
<i>INSERM & Aura</i>	European Patent Convention	HPV PARTICLES AND USES THEREOF	Publishe d	09788995.0	24-Jul- 09	2419143				Co-owned with rights under a license agreement
<i>INSERM & Aura</i>	China (People's	HPV PARTICLES AND USES THEREOF	Publishe d	200980159856. 0	24-Jul- 09	102481378A				Co-owned with rights

PATENT

REEL: 039851 FRAME: 0869

Assignee(s)	Country	Title	Application Status	Application Number	Filing Date	Publication Number	Patent No.	Issue Date	Expiration Date* (*not including any PTA)	License
	Republic)									under a license agreement
Aura	United States of America	VIRION-DERIVED NANOSPHERES FOR SELECTIVE DELIVERY OF THERAPEUTIC AND DIAGNOSTIC AGENTS TO CANCER CELLS	Published	14/376408	1-Aug-14	2014-0377170-A1				N/A
NIH* & Aura	United States of America	VIRUS-LIKE PARTICLE CONJUGATES FOR DIAGNOSIS AND TREATMENT OF TUMORS	Published	15/023169	18-Mar-16	2016-0228568-A1				Co-owned with rights under CRADA
NIH* & Aura	Australia	VIRUS-LIKE PARTICLE CONJUGATES FOR DIAGNOSIS AND TREATMENT OF TUMORS	Pending	2014323424	18-Sep-14					Co-owned with rights under CRADA
NIH* & Aura	Canada	VIRUS-LIKE PARTICLE CONJUGATES FOR DIAGNOSIS AND TREATMENT OF TUMORS	Pending	2924684	18-Sep-14					Co-owned with rights under CRADA
NIH* & Aura	China	VIRUS-LIKE PARTICLE	Pending	201480057289.9	18-Sep-14					Co-owned with rights

PATENT

REEL: 039851 FRAME: 0870

Assignee(s)	Country	Title	Application Status	Application Number	Filing Date	Publication Number	Patent No.	Issue Date	Expiration Date* (*not including any PTA)	License
		CONJUGATES FOR DIAGNOSIS AND TREATMENT OF TUMORS								under CRADA
NIH* & Aura	Europe	VIRUS-LIKE PARTICLE CONJUGATES FOR DIAGNOSIS AND TREATMENT OF TUMORS	Published	14845738.5	18-Sep-14	3046583				Co-owned with rights under CRADA
NIH* & Aura	Japan	VIRUS-LIKE PARTICLE CONJUGATES FOR DIAGNOSIS AND TREATMENT OF TUMORS	Pending	2016-543997	18-Sep-14					Co-owned with rights under CRADA
NIH* & Aura	South Korea	VIRUS-LIKE PARTICLE CONJUGATES FOR DIAGNOSIS AND TREATMENT OF TUMORS	Pending	10-2016-7009889	18-Sep-14					Co-owned with rights under CRADA
NIH* & Aura	Brazil	VIRUS-LIKE PARTICLE CONJUGATES FOR DIAGNOSIS AND TREATMENT OF TUMORS	Pending	BR112016005917-4	18-Sep-14					Co-owned with rights under CRADA
NIH* & Aura	Mexico	VIRUS-LIKE PARTICLE CONJUGATES FOR	Pending	MX/A/2016/003660	18-Sep-14					Co-owned with rights under

PATENT

REEL: 039851 FRAME: 0871

Assignee(s)	Country	Title	Application Status	Application Number	Filing Date	Publication Number	Patent No.	Issue Date	Expiration Date* (*not including any PTA)	License
		DIAGNOSIS AND TREATMENT OF TUMORS								CRADA
NIH*	United States of America	PAPILLOMA PSEUDOVIRUS FOR DETECTION AND THERAPY OF TUMORS	Granted	12/598,684	8-Feb-10		8394411		1-May-28	NIH*
NIH*	United States of America	PAPILLOMA PSEUDOVIRUS FOR DETECTION AND THERAPY OF TUMORS	Granted	13/763,365	8-Feb-13		8999290		1-May-28	NIH
NIH*	United States of America	PAPILLOMA PSEUDOVIRUS FOR DETECTION AND THERAPY OF TUMORS	Published	14/558301	2-Dec-14	2015-0157738				NIH
NIH*	Australia	PAPILLOMA PSEUDOVIRUS FOR DETECTION AND THERAPY OF TUMORS	Granted	2008251615	1-May-08		2008251615		1-May-28	NIH
NIH*	Canada	PAPILLOMA PSEUDOVIRUS FOR DETECTION AND THERAPY OF TUMORS	Pending	2686990	1-May-08					NIH
NIH*	European Patent Convention	PAPILLOMA PSEUDOVIRUS FOR DETECTION AND	Granted**	08747407.8	1-May-08		EP2145189			NIH

PATENT

REEL: 039851 FRAME: 0872

Assignee(s)	Country	Title	Application Status	Application Number	Filing Date	Publication Number	Patent No.	Issue Date	Expiration Date* (*not including any PTA)	License
		THERAPY OF TUMORS								
<i>Li-Cor, Inc.</i>	United States of America	PHTHALOCYANINE DYES	Granted	10/693300	23-Oct-03		7005518		23-Oct-23	<i>Li-Cor, Inc.</i>

*NIH = The United States of America, as represented by The Secretary, Department of Health and Human Services

**Validated in Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovak republic, Slovenia, Spain, Sweden, Switzerland, Turkey, and United Kingdom

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT D

Mask Works

NONE

EXHIBIT E

License Agreements

Assignee(s)	Country	Title	Application Status	Application Number	Filing Date	Publication Number	Patent No.	Issue Date	Expiration Date* (*not including any PTA)	License
<i>Research And Development Institute, Inc. (University of Montana)</i>	United States of America	VIRION-CONSTRAINED NANOPARTICLES COMPRISING A PLANT VIRION COAT PROTEIN SHELL AND ENCAPSULATED GUEST MOLECULES	Granted	08/775366	3-Jan-97		6180389		3-Jan-17	Research And Development Institute, Inc. (University of Montana)
<i>Research And Development Institute, Inc. (University of Montana)</i>	United States of America	NANOSCALE PARTICLES SYNTHESIZED WITH AN ASSEMBLED VIRION	Granted	09/734206	12-Dec-00		6984386		3-Jan-17	Research And Development Institute, Inc. (University of Montana)
<i>NIH* & Aura</i>	United States of America	TARGETED COMBINATION THERAPY	Pending	62/321078	11-Apr-16					Co-owned with rights under CRADA
<i>NIH/Aleta</i>	United States of America	TARGETED CANCER THERAPY	Pending	62/249013	30-Oct-15	-	-	-	-	Rights under CRADA
<i>NIH/Aleta</i>	United States of America	TARGETED CANCER THERAPY	Pending	62/249033	30-Oct-15	-	-	-	-	Rights under CRADA

*NIH = The United States of America, as represented by The Secretary, Department of Health and Human Services

PATENT