

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4994551

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TOPOTARGET UK LIMITED	06/06/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SWK FUNDING LLC
<b>Street Address:</b>	15770 DALLAS PARKWAY, SUITE 1290
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75248
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6888027
<b>Patent Number:</b>	8835501
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)523-6850
<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>	
<b>Phone:</b>	617-523-2700
<b>Email:</b>	susan.dinicola@hklaw.com,paul.smith@hklaw.com
<b>Correspondent Name:</b>	HOLLAND & KNIGHT LLP
<b>Address Line 1:</b>	10 ST. JAMES AVENUE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02116
<b>ATTORNEY DOCKET NUMBER:</b>	136144.00045
<b>NAME OF SUBMITTER:</b>	SUSAN C. DINICOLA
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	06/06/2018
<b>Total Attachments: 8</b>	
source=ONXEO_SWK_SecurityAgreement#page1.tif	
source=ONXEO_SWK_SecurityAgreement#page2.tif	
source=ONXEO_SWK_SecurityAgreement#page3.tif	
source=ONXEO_SWK_SecurityAgreement#page4.tif	
source=ONXEO_SWK_SecurityAgreement#page5.tif	

source=ONXEO\_SWK\_SecurityAgreement#page6.tif  
source=ONXEO\_SWK\_SecurityAgreement#page7.tif  
source=ONXEO\_SWK\_SecurityAgreement#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 6, 2018 (as may be amended, restated, supplemented, or otherwise modified from time to time, this “**Agreement**”), made by TopoTarget UK Limited, a private limited company organized under the laws of England and Wales (the “**Grantor**”), in favor of SWK FUNDING LLC, a Delaware limited liability company (the “**Grantee**”), as Subscriber under the Ordinary Bond Issuance Agreement (as defined below), and as Buyer under the Royalty Bond Support Agreement (as defined below).

### WITNESSETH:

WHEREAS, pursuant to the Ordinary Bond Issuance Agreement and Royalty Bond Support Agreement (the “**Bond Agreements**”), Grantee has agreed to make certain financial accommodations available to ONXEO S.A., a French *société anonyme* (corporation) and the parent company of Grantor (“**Parent**”), and Parent has agreed to cause Grantor to grant a security interest to Grantee, for its benefit, in the Pledged IP Rights (as defined below), as security for the obligations under the Bond Agreements, including, but not limited to the repayment of the bonds under the Ordinary Bond Issuance Agreement (the “**Obligations**”); and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Pledged Patents listed on Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and to induce Grantee to enter into the Bond Agreements, Grantor hereby agrees with Grantee as follows:

#### 1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Ordinary Bond Issuance Agreement or Royalty Bond Support Agreement, as applicable.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

“**Debtor Relief Law**” shall mean, collectively: (a) Title 11 of the United States Code, 11 U.S.C. § 101 et. seq., as amended from time to time, and (b) all other United States or foreign applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws from time to time in effect affecting the rights of creditors generally, in each case as amended from time to time.

“**Event of Default**” shall mean:

(i) Grantor or Parent shall (A) be unable to pay its debts generally as they become due, (B) file a petition under any insolvency statute, (C) make a general assignment for the benefit of its creditors, (D) commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of the whole or any substantial part of its property, or shall otherwise be dissolved or liquidated, or (E) make an application or commence a proceeding seeking reorganization or liquidation or similar relief under any Debtor Relief Law or any other applicable law; or

(ii) (A) a court of competent jurisdiction shall (1) enter an order, judgment or decree appointing a custodian, receiver, trustee, liquidator or conservator of Grantor or Parent or the whole or any substantial part of any of Grantor or Parent's properties, which shall continue unstayed and in effect for a period of sixty (60) calendar days, (2) approve a petition or claim filed against Grantor or Parent seeking reorganization, liquidation, appointment of a receiver, interim receiver, liquidator, conservator, trustee or special manager or similar relief under the any Debtor Relief Law or any other applicable law, which is not dismissed within sixty (60) calendar days or, (3) under the provisions of any Debtor Relief Law or other applicable law or statute, assume custody or control of Grantor or Parent or of the whole or any substantial part of Grantor or Parent's properties, which is not irrevocably relinquished within sixty (60) calendar days, or (B) there is commenced against Grantor or Parent any proceeding or petition seeking reorganization, liquidation or similar relief under any Debtor Relief Law or any other applicable law or statute, which (1) is not unconditionally dismissed within sixty (60) calendar days after the date of commencement, or (2) is with respect to which Grantor or Parent takes any action to indicate its approval of or consent.

“**Ordinary Bond Issuance Agreement**” shall mean that certain Ordinary Bond Issuance Agreement, dated as of the date hereof, by and between Parent and Grantee.

“**Pledged IP Rights**” shall have the meaning set forth in Section 2 herein.

“**Pledged Patents**” shall mean all of Grantor's (or if referring to another Person, such other Person's) now existing or hereafter acquired right, title and interest in and to: (i) the patents listed on Schedule I, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or any similar office or agency of Canada or Mexico or any political subdivision thereof; and (ii) the reissues, divisions, continuations, renewals, re-examinations, extensions and continuations-in-part of any of the foregoing.

“**Royalty Bond Support Agreement**” shall mean that certain Royalty Bond Support Agreement, dated as of the date hereof, by and between Parent and Grantee.

(c) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee a lien and security interest in Grantor's entire right, title and interest in the Pledged Patents, whether now owned or hereafter acquired by Grantor, and the right to proceeds payable with respect to any of the foregoing (referred to collectively as the “**Pledged IP Rights**”).

3. **Representations and Warranties.** Grantor represents and warrants that:

(a) Grantor is a wholly-owned subsidiary of Parent, and is receiving benefits under this Agreement by virtue of the financial accommodations being extended to Parent under the Bond Agreements and the other consideration set forth therein.

(b) Grantor is the owner of the Pledged IP Rights listed on Schedule I.

(c) Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(d) If Grantor amends its name, Grantor shall provide copies of such amendment documentation to Grantee and shall re-register Grantor's Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Grantee shall request to maintain a perfected first priority security interest in the Pledged Patents subject to Permitted Liens.

4. **No Modification of Bond Agreements.** The representations and warranties contained herein are supplemental to those representations and warranties contained in the Bond Agreements, and shall not be deemed to modify any such representation, warranty or covenant contained in the Bond Agreements.

5. **Grantor's Rights to Enforce Intellectual Property.** Prior to Grantee's giving of notice to Grantor following the occurrence and during the continuance of an Event of Default, Grantor shall, as between Grantor and Grantee, have the exclusive right to sue for past, present and future infringement of the Pledged IP Rights, including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the Pledged IP Rights against encroachment by third parties, provided, however, that:

(a) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) and not paid to or for the benefit of Grantor shall constitute Pledged IP Rights.

(b) Any damages recovered in any action pursuant to this Section 5, net of costs and attorneys' fees reasonably incurred, shall be applied in accordance with the Bond Agreements.

(c) Following the occurrence and during the continuance of any Event of Default, Grantee, by notice to Grantor, may terminate or limit Grantor's rights under this Section 5.

6. **Reserved.**

7. **Rights Upon Default.** Upon the occurrence and continuance of any Event of Default, as between Grantor and Grantee, Grantee may exercise any and all rights, options and remedies provided for herein or in any of the Bond Agreements, under the Uniform Commercial Code, any other applicable foreign or domestic laws or otherwise at law or in equity, including, without limitation, the right to (i) foreclose upon the Pledged IP Rights, (ii) realize upon, take possession of and/or sell any Pledged IP Rights, with or without judicial process, (iii) exercise all rights and powers with respect to the Pledged IP Rights as Grantee might exercise, and (iv) collect and send notices regarding the Pledged IP Rights, with or without judicial process.

8. **Grantee as Attorney In Fact.**

- (a) Grantor hereby irrevocably constitutes and designates Grantee as its attorney-in-fact to:
- (i) following the occurrence and during the continuance of an Event of Default, supplement and amend from time to time Schedule I of this Agreement to include any new or additional Pledged Patents.
  - (ii) exercise any of the rights and powers authorized by Section 5 or Section 7 of this Agreement.
- (b) The grant of this power of attorney, being coupled with an interest, shall be irrevocable until the Obligations are paid in full.
- (c) Grantee shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 5 or Section 7 of this Agreement, but if Grantee elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act, except to the extent Grantee acted with gross negligence or willful misconduct as determined by a court of competent jurisdiction.

9. **No Limitation.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to Grantee with respect to the Pledged IP Rights with the United States Patent and Trademark Office, as well as with any similar office or department of any other foreign or domestic Governmental Authority in Canada or Mexico. Any such recordation shall be at Grantor's expense.

10. **Termination; Release of Pledged Patents.** This Agreement and all obligations of Grantor and Grantee hereunder shall terminate on the date upon which the Obligations are performed in full. Upon termination of this Agreement, Grantee shall, at the expense of the Grantee, take such actions required by the Bond Agreements or as otherwise reasonably requested by Grantor to release its security interest in the Pledged IP Rights.

11. **Reserved Rights of Spectrum.** Grantee agrees that in connection with any foreclosure or other exercise of rights under this Agreement or the Bond Agreements with respect to the Pledged IP Rights, the rights of the licensees will not be terminated, limited or otherwise adversely affected so long as no default exists under such license in a way that would permit the licensor to terminate such license. Any provision of this Agreement to the contrary notwithstanding, all rights granted hereunder are made subject and subordinate to any and all rights of Spectrum Pharmaceuticals, Inc., a Delaware corporation ("**Spectrum**") under that certain License and Collaboration Agreement, dated as of February 2, 2010 between TopoTarget A/S, as predecessor to Parent, and, as amended inter alia by the Amendment to License and Collaboration Agreement, dated as of October 3, 2013, between Parent and Spectrum (the "**License Agreement**"). Grantee shall exercise any rights under this Agreement solely in a manner consistent with Spectrum's rights under the License Agreement.

13. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns.

14. **GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK**

**APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS CODE).**

15. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by facsimile machine or in “.pdf” format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page and shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

16. **Copy of Agreement.** Grantor acknowledges receipt of a signed copy of this Agreement.

*[Remainder of page intentionally blank; signature page follows.]*

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

GRANTOR:

TopoTarget UK Limited

By:

Name:

Title:

  
\_\_\_\_\_  
J. GLECIET

\_\_\_\_\_  
DIRECTOR



GRANTEE:

SWK FUNDING LLC

By: SWK Holdings Corporation,  
its sole Manager

By:



Name:

Winston Black

Title:

Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**Schedule I**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Applic. No.</b>	<b>Filing Date</b>	<b>Patent No./ Issue Date</b>	<b>Issue Date</b>	<b>Current Owner of Record</b>
Carbamic Acid Compounds Comprising a Sulfonamide Linkage as HDAD Inhibitors	US	10/381,790	August 20, 2003	6,888,027	May 3, 2005	TopoTarget UK Limited
Pharmaceutical Formulations of HDAD Inhibitors	US	11/913,191	October 31, 2007	8,835,501	September 16, 2014	TopoTarget UK Limited

[Schedule I to Intellectual Property Security Agreement]