

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5427353

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CORRONA, LLC	03/14/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	3003 TASMAN DRIVE
<b>City:</b>	SANTA CLARA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8036915
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)981-3400
<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>	214-981-3483
<b>Email:</b>	dclark@sidley.com
<b>Correspondent Name:</b>	DUSAN CLARK, ESQ.
<b>Address Line 1:</b>	SIDLEY AUSTIN LLP
<b>Address Line 2:</b>	2021 MCKINNEY AVE., SUITE 2000
<b>Address Line 4:</b>	DALLAS, TEXAS 75201
<b>ATTORNEY DOCKET NUMBER:</b>	51285-32850
<b>NAME OF SUBMITTER:</b>	DUSAN CLARK
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	03/18/2019
<b>Total Attachments: 8</b>	
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**PATENT AND TRADEMARK SECURITY AGREEMENT**

This Patent and Trademark Security Agreement (“*Trademark Security Agreement*”), dated as of March 14, 2019, is made by CORRONA, LLC, a Delaware limited liability company, (“*Grantor*”) in favor of SILICON VALLEY BANK (“*Bank*”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement described below.

**RECITALS**

Reference is made to the Loan and Security Agreement, dated as of March 14, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), among Corrona Holdings, Inc., Borrower and Bank.

WHEREAS, pursuant to the Loan Agreement, Borrower has granted in favor of Bank a security interest in certain Collateral, including the Patents and Trademarks in which it has an interest, set forth on *Schedules A* and *B* hereto, respectively.

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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security Interest**

(a) Subject to the terms and conditions of the Loan Agreement, to evidence further the security interest granted by Grantor to Bank pursuant to the Loan Agreement, Grantor hereby grants to Bank a security interest in all of Grantor’s right, title and interest in, to and under the Patents and Trademarks, whether owned or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations.

(b) For the purposes of this Agreement, “Patents” means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill of Grantor’s business associated therewith, including, without limitation, any of the foregoing referred to on *Schedule A* hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on *Schedule A* hereto, (iii) all rights to obtain any reissues or extensions of the foregoing, and (iv) all proceeds of the foregoing (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

(c) *Schedule A* hereto contains a true and accurate list of all of Grantor’s United States Patents (collectively, the “*Patent Collateral*”).

(d) For the purposes of this Agreement, “*Trademarks*” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor’s business associated therewith, now existing or hereafter adopted or acquired, all

registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on *Schedule B* hereto (but in any event excluding any intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under Federal law), (ii) the right to obtain all renewals thereof, and (iii) all proceeds of the foregoing (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

(e) *Schedule B* hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks (collectively, the "*Trademark Collateral*").

(f) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to Bank as a matter of law or equity. The exercise by Bank of any one or more of the rights, powers or privileges provided for in this Agreement, in the Loan Agreement any other Loan Document, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including Bank, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

## 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Grantor authorizes Bank, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of *Schedules A* or *B* hereto, to add any right, title or interest in any Patent or Trademark, respectively, owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Patent or Trademark, respectively, in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by Bank from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent or Trademark, respectively, to the security interest and perfection created or contemplated hereby or by the Loan Agreement.

## 3. Applicable Law

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 INTERNAL LAW OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

## 4. Release

Upon the consummation of any disposition of Trademark Collateral or Patent Collateral to any third party pursuant to a transaction permitted by the terms of the Loan Agreement, the security interests granted hereby in such Trademark Collateral or Patent Collateral shall automatically and immediately terminate and Bank shall promptly, at the reasonable request and expense of the Grantor, provide evidence of such termination. Upon the repayment in full of all Obligations (other than contingent expense reimbursement or indemnification obligations for which a claim has not yet been asserted) in accordance with the provisions of the Loan Agreement, upon the Grantor's request, Bank will promptly, at the sole expense of the Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary to evidence or effect such termination of the security interests as may be reasonably requested by the Grantor to evidence such termination and release.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission of a PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signatures on next pages]*

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

**GRANTOR:**

**CORRONA, LLC**

By: Raymond Hill

Name: Raymond Hill

Title: Chief Executive Officer

*[Signature Page to Patent and Trademark Security Agreement]*

**PATENT**  
**REEL: 048627 FRAME: 0175**

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

**BANK:**

**SILICON VALLEY BANK**

By: 

Name: Peter Freyer

Title: Managing Director


*[Signature Page to Patent and Trademark Security Agreement]*

**United States Issued Patents/Patent Applications**

	<b>Title</b>	<b>Status</b>	<b>Grant Date</b>
1	U.S. Patent No. 8,036,915 filed as Appl. No. 12/533,476 on 7/31/2009	Granted	10/11/2011



**United States Registered Trademarks/Trademark Applications**

	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Mark</b>	<b>Class / Goods and Services</b>	<b>Status</b>
1	United States	3,741,731	1/26/2010	CORRONA	Downloadable electronic newsletters, reports featuring information concerning rheumatoid arthritis, psoriatic arthritis in Class 9  Printed publications, namely, newsletters, reports featuring information concerning rheumatoid arthritis, psoriatic arthritis in Class 16  Providing online electronic newsletters, reports featuring information concerning rheumatoid arthritis, psoriatic arthritis in Class 41  Collecting data from patients and physicians concerning rheumatoid arthritis, psoriatic arthritis; maintaining and providing a searchable database concerning patients with rheumatoid arthritis, psoriatic arthritis in Class 42	Active
2	United States	4,525,613	5/6/2014	CORRONA	Medical research; biological research; maintaining and providing a searchable database for research purposes in the fields of medical disorders and biological data in Class 42	Active
3	United States	3,741,732	1/26/2010	CORRONA & 	Downloadable electronic newsletters, reports featuring information concerning rheumatoid arthritis, psoriatic arthritis in Class 9  Printed publications, namely, newsletters featuring information concerning rheumatoid arthritis, psoriatic arthritis in Class 16  Providing online electronic newsletters, reports featuring information concerning	Active

	Country	Reg. No.	Reg. Date	Mark	Class / Goods and Services	Status
					rheumatoid arthritis, psoriatic arthritis in Class 41  Collecting data from patients and physicians concerning rheumatoid arthritis, psoriatic arthritis; maintaining and providing a searchable database concerning patients with rheumatoid arthritis, psoriatic arthritis in Class 42	
4	United States	4,525,614	5/6/2014	DATA TO EMPOWER	Medical research; biological research; maintaining and providing a searchable database for research purposes in the fields of medical disorders and biological data in Class 42	Active
5	United States	5525646	7/24/2018	CORRONA RA	Medical research; biological research; maintaining and providing a searchable database for research purposes in the fields of medical disorders and biological data in Class 42	Active