PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5478158

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
VITRISA THERAPEUTICS, INC.	04/16/2019

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE, HF150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 37

Property Type	Number
Patent Number:	10174325
Application Number:	62281092
Application Number:	62297095
Application Number:	16121458
Application Number:	62344922
Application Number:	62286220
Application Number:	16037961
Application Number:	15990542
Application Number:	62292817
Application Number:	62304116
Application Number:	62304120
Application Number:	62319281
Application Number:	62791610
Application Number:	62668067
Application Number:	62344927
Application Number:	62662710
Application Number:	62404148
Application Number:	62448872
Application Number:	62456627
Application Number:	62543295

PATENT REEL: 048907 FRAME: 0680

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Property Type	Number
Application Number:	15990547
Application Number:	62536387
Application Number:	62536401
Application Number:	62703349
Application Number:	62629691
Application Number:	62655178
Application Number:	62671765
Application Number:	62694934
Application Number:	62791611
PCT Number:	US2017014458
PCT Number:	US2017014459
PCT Number:	US2017017066
PCT Number:	US2018017296
PCT Number:	US2018014573
PCT Number:	US2018014579
PCT Number:	US2018042317
Application Number:	62663001

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 5614142116

Email: tbinder@vlplawgroup.com

Correspondent Name: TATIANA BINDER

Address Line 1: 612 COMMERCE STREET, APT 2G
Address Line 4: LYNCHBURG, VIRGINIA 24504

NAME OF SUBMITTER:	TATIANA BINDER
SIGNATURE:	/TatianaBinder/
DATE SIGNED:	04/17/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of April 16, 2019 by and between SILICON VALLEY BANK ("Bank") and Vitrisa Therapeutics, Inc. ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated December 18, 2017 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- 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 Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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 copyright rights, copyright applications, copyright registrations and like protections in each work of 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 (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 patents, patent applications 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 (collectively, the "Patents");

- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (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 of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions 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.
- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

- 3. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 4. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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- 5. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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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:

VITRISA THERAPEUTICS, INC.

By: Carl Erickro

Title: CEO

BANK:

SILICON VALLEY BANK

By: Sheila

Title: Managine Director

'dsor

REEL: 048907 FRAME: 0685

EXHIBIT A

Copyrights

Description Regis
Appl

Registration/ Application Number Registration/ Application <u>Date</u>

NONE

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EXHIBIT B

Vitrisa Owned and Licensed Patents and Patent Applications

<u>De</u>	scription	Application/ Patent <u>Number</u>	Application Date
Patent Application		PCT/US2017/014458	1/20/2017
Patent Application	t with	US 62/281,092	1/20/2016
Patent Application		US 62/297,095	2/18/2016
Patent		US 10,174,325	8/31/2017
Patent Application		GB 1718801.2	1/20/2017
Patent Application		EP 17742071.8	1/20/2017
Patent Application		CN 201780018764.5	1/20/2017
Patent Application		JP 2018-538551	1/20/2017
Patent Application		AU 2017210042	1/20/2017
Patent Application		CA 3,011,819	1/20/2017
Patent Application		HK 18110802.7	1/20/2017
Patent Application		US 16/121,458	9/4/2018
Patent Application (abanc	doned)	US 62/344,922	6/2/2016
Patent Application		US 62/286,220	1/22/2016
Patent Application		PCT/US2017/014459	1/20/2017
Patent Application		EP 17742072.6	1/20/2017
Patent Application		US 16/037,961	7/17/2018
Patent Application		EP 17750727.4	2/8/2017
Patent Application		CN 201780022260.0	2/8/2017
Patent Application		JP 2018-541119	2/8/2017
Patent Application		AU 2017217677	2/8/2017
Patent Application		CA 3,012,718	2/8/2017
Patent Application	$e_{i}=e_{i}$	PCT/US2017/017066	2/8/2017
Patent Application		US 15/990,542	5/25/2018
Patent Application		US 62/292,817	2/8/2016
Patent Application		US 62/304,116	3/4/2016
Patent Application (aban	doned)	US 62/304,120	3/4/2016
Patent Application (abanc	doned)	US 62/319,281	4/6/2016

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Patent Application	US 62/791,610	1/11/2019
Patent Application	US 62/668,067	5/7/2018
Patent Application (abandoned)	US 62/344,927	6/2/2016
Patent Application	US 62/662,710	4/25/2018
Patent Application	US 62/404,148	10/4/2016
Patent Application	US 62/448,872	1/20/2017
Patent Application	US 62/456,627	2/8/2017
Patent Application	US 62/543,295	8/9/2017
Patent Application	PCT/US2018/017296	2/7/2018
Patent Application	US 15/990,547	5/25/2018
Patent Application	US 62/536,387	7/24/2017
Patent Application	PCT/US2018/014573	1/19/2018
Patent Application	PCT/US2018/014579	1/19/2018
Patent Application	US 62/536,401	7/24/2017
Patent Application	US 62/663,001	4/26/2018
Patent Application	US 62/703,349	7/25/2018
Patent Application (abandoned)	US 62/629,691	2/12/2018
Patent Application (abandoned)	US 62/655,178	4/9/2018
Patent Application	US 62/671,765	5/15/2018
Patent Application	US 62/694,934	7/6/2018
Patent Application	PCT/US2018/042317	7/16/2018
Patent Application	US 62/791,611	1/11/2019

EXHIBIT C

Trademarks

<u>Description</u>

Registration/ Application Number Registration/ Application <u>Date</u>

NONE

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EXHIBIT D

Mask Works

Description

Registration/ Application Number Registration/ Application <u>Date</u>

NONE

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RECORDED: 04/17/2019