# 505809376 12/09/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5856205

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SUPPL. NO. 4 TO SECURITY AGREEMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
CAVION, INC.	12/06/2019

### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.	
Street Address:	BANK OF AMERICA PLAZA, 901 MAIN ST.	
Internal Address:	MAIL CODE: TX1-492-14-06	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75202-3714	

## **PROPERTY NUMBERS Total: 8**

Property Type	Number
Application Number:	15870355
Application Number:	15769980
Application Number:	16486399
Patent Number:	9427429
Application Number:	16608355
Application Number:	16608401
Application Number:	13609942
Application Number:	16685276

#### **CORRESPONDENCE DATA**

**Fax Number:** (800)914-4240

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.

using a lax number, if provided, if that is unsuccessful, it will be sent via 05 mail.

**Phone:** 614-280-3566

**Email:** james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: JAMES MURRAY

Address Line 1: 4400 EASTON COMMONS WAY, SUITE 125

Address Line 2: CT CORPORATION

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/

DATE SIGNED:	12/09/2019
Total Attachments: 6	
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RECORDATION FORM COVER SHEET  PATENTS ONLY			
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
2. Name and address of receiving party(les) Name: Bank of America, N.A. Internal Address:			
Street Address: Bank of America Plaza, 901 Main St.,  Mail Code: TX1-492-14-06  City: Dallas  State: TX  Country: USA Zip: 75202-3714  Additional name(s) & address(es) attached? Yes No document serves as an Oath/Declaration (37 CFR 1.63).			
B. Patent No.(s)  See Schedule I  tached?			
6. Total number of applications and patents involved: 8			
7. Total fee (37 CFR 1.21(h) & 3.41) \$  Authorized to be charged to deposit account  Enclosed  None required (government interest not affecting title)			
		8. Payment Information	
Deposit Account Number			
Authorized UserName			
December 9, 2019  Date  Total number of pages including cover sheet, attachments, and documents:  6  et) should be faxed to (571) 273-0140, or malled to:			

#### SUPPLEMENT NO. 4 TO PATENT SECURITY AGREEMENT

**Supplement No. 4 to Patent Security Agreement**, dated as of December 6, 2019 (this "Supplement"), by CAVION, INC. (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

#### WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of June 18, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Parent, the U.S. Borrower, the other Grantors party thereto and the Collateral Agent, in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver to the Collateral Agent this Supplement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein have the respective meanings assigned thereto in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Finance Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) Patents of the Grantor listed on Schedule I attached hereto; and
- (b) all products and Proceeds of any of the foregoing (together with (a), collectively, the "Patents").

SECTION 3. The Security Agreement. The security interests granted pursuant to this Supplement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with, or as otherwise required pursuant to, Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the liens on and security interests in the applicable Patents under this Supplement and any other documents required to evidence the termination of the Collateral Agent's interests in the applicable Patents.

SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.

(A) THE TERMS OF SECTION 10.13 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND

WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

(B) EACH PARTY TO THIS SUPPLEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS SUPPLEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 6. <u>Waivers; Amendments; Modifications</u>. Neither this Supplement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and any Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.

SECTION 7. <u>Notices; Communications</u>. All communications and notices under this Supplement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Supplement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Supplement shall be effective as delivery of an original executed counterpart of this Supplement. This Supplement shall become effective as to the Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Finance Parties and their respective permitted successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature Pages Follow.]

CAVION, INC.

Name: Shawn Mindus
Title: Sr. Vica " Title: Sr. Vice President, Financial Planning, Analysis and Strategy

[Signature Page to Supplement No. 4 to Patent Security Agreement]

BANK OF AMERICA, N.A., as Collateral Agent

By:

Name: Title: Elizabeth Uribe Assistant Vice President

[Signature Page to Supplement No. 4 to Patent Security Agreement]

# Schedule I

to

# SUPPLEMENT NO. 4 TO PATENT SECURITY AGREEMENT UNITED STATES PATENT AND PATENT APPLICATIONS

## **Patents:**

# U.S. Patents and Applications:

	0	D.44 TEAL.	Appl. No.	Patent No.
	Owner	Patent Title	45050 255	
1.	1. Cavion, Inc.	INTERLACED METHOD OF	15/870,355	
		TREATING CANCER OR A		
		PRECANCEROUS CONDITION		
2.	Cavion, Inc.	METHODS FOR TREATING	15/769,980	
		ANGELMAN SYNDROME AND		
		RELATED DISORDERS		
3.	Cavion, Inc.	CALCIUM CHANNEL INHIBITORS	16/486,399	
4.	Cavion, Inc.	CANCER DIAGNOSIS AND IMAGING	13/581,390	9,427,429
5.	Cavion, Inc.	METHODS FOR TREATING DRAVET	16/608,355	
		SYNDROME		
6.	Cavion, Inc.	METHODS FOR IMPROVING	16/608,401	
		MEMORY AND COGNITION AND FOR		
		TREATING MEMORY AND		
		COGNITIVE DISORDERS		
7.	Cavion, Inc.	ANTAGONISTS OF PRODUCTS OF	13/609,942	
		THE HS.459642 UNIGENE CLUSTER		
		FOR THE INHIBITION OF		
		PROLIFERATION, DEVELOPMENT OR		
		DIFFERENTIATION OF STEM CELLS		
		INCLUDING CANCER STEM CELLS		
8.	Cavion, Inc.	ANTAGONISTS OF PRODUCTS OF	16/685,276	
	·	THE HS.459642 UNIGENE CLUSTER		
		FOR THE INHIBITION OF		
		PROLIFERATION, DEVELOPMENT OR		
		DIFFERENTIATION OF STEM CELLS		
		INCLUDING CANCER STEM CELLS		

PATENT REEL: 051225 FRAME: 0693

**RECORDED: 12/09/2019**