

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5958798

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AGILE THERAPEUTICS, INC.	02/10/2020

RECEIVING PARTY DATA

Name:	PERCEPTIVE CREDIT HOLDINGS III, LP
Street Address:	51 ASTOR PLACE, 10TH FLOOR
Internal Address:	C/O PERCEPTIVE ADVISORS LLC
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	7045145
Patent Number:	8221785
Patent Number:	8221784
Patent Number:	7384650
Patent Number:	8883196
Patent Number:	8246978
Patent Number:	8747888
Application Number:	16436407
Patent Number:	9775847
Patent Number:	9198876
Patent Number:	9775848
Patent Number:	9192614
Application Number:	16436435
Patent Number:	9782419
Patent Number:	9198919
Patent Number:	9775817
Patent Number:	9198920
Application Number:	15894432
Patent Number:	9050348

PATENT

Property Type	Number
Application Number:	16045338
Patent Number:	9364487
Application Number:	15574698
Application Number:	16315257
Application Number:	16494123

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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: 202-408-3121 X62348

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	178092
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	02/12/2020

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

February 10, 2020

WHEREAS, AGILE THERAPEUTICS, INC., a Delaware corporation (the “*Company*”) and each entity that becomes a “Grantor” under the Security Agreement (together with the Company “*Grantors*” and each, a “*Grantor*”) are parties to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among certain Grantors party thereto from time to time and PERCEPTIVE CREDIT HOLDINGS III, LP, as administrative agent for the Secured Parties (in such capacity, the “*Administrative Agent*”), pursuant to which Grantors have granted in favor of the Administrative Agent a lien on all of their personal property, including without limitation the patents and patent applications listed on Schedule A hereto, and the trademarks and trademark applications listed on Schedule B hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent a security interest in accordance with and subject to the terms and conditions of the Security Agreement (and the Intellectual Property referenced therein) in all of such Grantor’s right, title and interest in, to and under all of the following:

(i) all patents and patent applications, including the inventions and improvements described and claimed therein, in each case whether now owned by such Grantor or hereafter acquired by such Grantor and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related reissues, divisions, continuations, renewals, extensions and continuations in part thereof; and

(ii) all of the trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, whether now owned by such Grantor or at any time hereafter acquired by such Grantor and whether now existing or hereafter coming into existence, that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all renewals of trademark and service mark registrations and all goodwill associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in

any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided, that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Company has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

AGILE THERAPEUTICS, INC.

By: 

Name: Dennis Reilly

Title: Chief Financial Officer and Treasurer

SIGNATURE PAGE

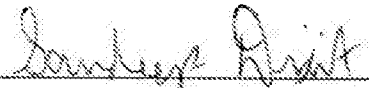
PATENT AND TRADEMARK SECURITY AGREEMENT


PATENT
REEL: 051792 FRAME: 0457

ADMINISTRATIVE AGENT:

PERCEPTIVE CREDIT HOLDINGS III, LP

By: Perceptive Credit Opportunities GP, LLC,
its general partner

By: 
Name: Sandeep Dixit
Title: Chief Credit Officer

By: 
Name: Sam Chawla
Title: Portfolio Manager

Schedule A
to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

US

APPLICATION NUMBER	DATE FILED (371 Filing Date)	COUNTRY	STATUS	PATENT NUMBER	GRANT DATE	AGRFX REF
10130913	05/23/2002	US	Issued	7045145	May 16, 2006	1-Wet
12556740	09/10/2009	US	Issued	8221785	Jul 17, 2012	2-Dry Pix
12543859	08/19/2009	US	Issued	8221784	Jul 17, 2012	2-Dry 900
10621711	07/17/2003	US	Issued	7384650	Jun 10, 2008	2-Dry
14080948	11/15/2013	US	Issued	8883196	Nov 11, 2014	2-Dry
12/668,322	05/27/2010	US	Issued	8,246,978	Aug 21, 2012	3-In Situ Seal
13/553,362	07/19/2012	US	Issued	8,747,888	Jun 10, 2014	3-In Situ Seal
16436407	06/10/2019	US	Pending			5-Reg-A US
14925181	10/28/2015	US	Issued	9775847	Oct 3, 2017	Cnt3
13123012	07/01/2011	US	Issued	9198876	Dec 1, 2015	5-Reg-A
14925207	10/28/2015	US	Issued	9775848	Oct 3, 2017	6-Reg-B
13123021	07/01/2011	US	Issued	9192614	Nov 24, 2015	6-Reg B
16436435	06/10/2019	US	Pending			7-Reg C US
14925223	10/28/2015	US	Issued	9782419	Oct 10, 2017	Cnt3
13123026	07/01/2011	US	Issued	9198919	Dec 1, 2015	7-Reg-C
14925239	10/28/2015	US	Issued	9775817	Oct 3, 2017	7-Reg C
13259425	09/23/2011	US	Issued	9198920	Dec 1, 2015	8-Reg-D
15894432	02/12/2018	US	Pending			8-Reg D
13463494	05/03/2012	US	Issued	9050348	Jun 9, 2015	9-Adh
16045338	07/25/2018	US	Pending			9-Adh
13667632	11/02/2012	US	Issued	9364487	Jun 14, 2016	10-Anti US Cnt2
						10-Anti

SCHEDULE A TO PATENT AND TRADEMARK SECURITY AGREEMENT

15574698
16315257
16494123

US
US
US

Pending
Pending
Pending

14-SHBG-US
15-PKG
16-PCF PCT/US

EX-US

APPLICATION NUMBER	DATE FILED	COUNTRY	STATUS	PATENT NUMBER	GRANT DATE	AGRFX REF
518723	11/22/2000	NZ	Issued	518723	Aug 12, 2004	1-Wet
PAA02005224	05/24/2002	MX	Issued	274552	Mar 17, 2010	1-Wet
PAA06000542	01/13/2006	MX	Issued	283125	Jan 19, 2011	2-Dry
00439DELNP06	01/25/2006	IN	Issued	246164	Feb 25, 2011	2-Dry
173152	07/19/2004	IL	Issued	173152	Dec 28, 2011	2-Dry
111054965	06/01/2011	HK	Issued	HK1151464	Dec 13, 2013	2-Dry
2010101949398	07/19/2004	CN	Issued	CN101897683B	Apr 3, 2013	2-Dry
582565	07/10/2008	NZ	Issued	582565	Nov 5, 2012	3-In Situ Seal
08826282.9	07/10/2008	NL	Issued	2167002	Apr 20, 2016	3-In Situ Seal
2010-516238	07/10/2008	JP	Issued	5603235	Aug 29, 2014	3-In Situ Seal
2014-097353	07/10/2008	JP	Issued	6072725	Jan 13, 2017	3-In Situ Seal
08826282.9	07/10/2008	IT	Issued	2167002	Apr 20, 2016	3-In Situ Seal
08826282.9	07/10/2008	IR	Issued	2167002	Apr 20, 2016	3-In Situ Seal
323/DELNP/2010	07/10/2008	IN	Pending			3-In Situ Seal
10109364.7	07/10/2008	HK	Issued	HK1142798	Jul 21, 2017	3-In Situ Seal
08826282.9	07/10/2008	GB	Issued	2167002	Apr 20, 2016	3-In Situ Seal
08826282.9	07/10/2008	FR	Issued	2167002	Apr 20, 2016	3-In Situ Seal
08826282.9	07/10/2008	ES	Issued	2167002	Apr 20, 2016	3-In Situ Seal
08826282.9	07/10/2008	EP	Issued	2167002	Apr 20, 2016	3-In Situ Seal
201070123	07/10/2008	EA	Issued	020208	Sep 30, 2014	3-In Situ Seal
08826282.9	07/10/2008	DE	Issued	2167002	Apr 20, 2016	3-In Situ Seal
08826282.9	07/10/2008	CH	Issued	2167002	Apr 20, 2016	3-In Situ Seal
2692884	07/10/2008	CA	Issued	2692884	Sep 20, 2016	3-In Situ Seal

PI0814697-7	07/10/2008	BR	Pending				3-In Situ Seal
098198096	10/07/2009	NL	Issued	2343963	Apr 10, 2019	5-Reg A	
098198096	10/07/2009	IT	Issued	2343963	Apr 10, 2019	5-Reg A	
098198096	10/07/2009	IE	Issued	2343963	Apr 10, 2019	5-Reg A	
098198096	10/07/2009	GB	Issued	2343963	Apr 10, 2019	5-Reg A	
098198096	10/07/2009	FR	Issued	2343963	Apr 10, 2019	5-Reg A	
098198096	10/07/2009	ES	Issued	2343963	Apr 10, 2019	5-Reg A	
098198096	10/07/2009	EP	Issued	2343963	Apr 10, 2019	5-Reg A	
098198096	10/07/2009	DE	Issued	2343963	Apr 10, 2019	5-Reg A	
098198096	10/07/2009	CH	Issued	2343963	Apr 10, 2019	5-Reg A	
2740002	10/07/2009	CA	Issued	2740002	Nov 1, 2016	5-Reg A	
098198146	10/07/2009	EP	Published			7-Reg C	
2740005	10/07/2009	CA	Issued	2740005	Nov 1, 2016	7-Reg C	
127948032	11/02/2012	NL	Issued	2773333	Oct 2, 2019	10-Anti NL	
MXa2014005294	11/02/2012	MX	Issued	353713	Jan 24, 2018	10-Anti MX	
2014540132	11/02/2012	JP	Issued	6316749	Apr 6, 2018	10-Anti JP	
127948032	11/02/2012	IT	Issued	2773333	Oct 2, 2019	10-Anti IT	
3247DEL.NP2014	11/02/2012	IN	Pending			10-Anti IN	
127948032	11/02/2012	IE	Issued	2773333	Oct 2, 2019	10-Anti IE	
151008584	01/26/2015	HK	Published			10-Anti HK	
127948032	11/02/2012	GB	Issued	2773333	Oct 2, 2019	10-Anti GB	
127948032	11/02/2012	FR	Issued	2773333	Oct 2, 2019	10-Anti FR	
127948032	11/02/2012	ES	Issued	2773333	Oct 2, 2019	10-Anti ES	
127948032	11/02/2012	EP	Issued	2773333	Oct 2, 2019	10-Anti EP	
127948032	11/02/2012	DE	Issued	2773333	Oct 2, 2019	10-Anti DE	
127948032	11/02/2012	CH	Issued	2773333	Oct 2, 2019	10-Anti CH	
2854164	11/02/2012	CA	Pending			10-Anti CA	
2014554847	01/25/2013	JP	Issued	6345120	Jun 1, 2018	11-Deso JP	
MXa2017014768	05/18/2016	MX	Pending			14-SHBG-MX	
2017560243	05/18/2016	JP	Pending			14-SHBG-JP	
181112673	09/03/2018	HK	Pending			14-SHBG-HK (EP)	

167281526	05/18/2016	EP	Pending	14-SHBG-EP
2986039	05/18/2016	CA	Pending	14-SHBG-CA
2016264137	05/18/2016	AU	Pending	14-SHBG-AU
201906524	03/13/2018	ZA	Pending	16-PCF PCT/ZA
2019132428	03/13/2018	RU	Pending	16-PCF PCT/RU
757826	03/13/2018	NZ	Pending	16-PCF PCT/NZ
MXa2019010794	03/13/2018	MX	Pending	16-PCF PCT/MX
1020197029740	03/13/2018	KR	Pending	16-PCF PCT/KR
2019550577	03/13/2018	JP	Pending	16-PCF PCT/JP
201917041482	03/13/2018	IN	Published	16-PCF PCT/IN
269071	03/13/2018	IL	Pending	16-PCF PCT/IL
187666730	03/13/2018	EP	Pending	16-PCF PCT/EP
2018800183780	03/13/2018	CN	Pending	16-PCF PCT/CN
3056210	03/13/2018	CA	Pending	16-PCF PCT/CA
BR1120190190570	03/13/2018	BR	Pending	16-PCF PCT/BR
2018235778	03/13/2018	AU	Pending	16-PCF PCT/AU

Schedule B
to Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

US

TRADEMARK	APPLICATION NUMBER	FILING DATE	COUNTRY	STATUS	REGISTRATION NUMBER
AGILE THERAPEUTICS	78981362	28-Mar-01	US	Registered	3786349
LCURVE	88265305	17-Jan-19	US	Pending	
SKINFUSION	77981970	11/6/2008	US	Registered	3994765
SKINFUSION	87/721,501	14-Dec-17	US	Registered	5,693,056
TWIRLA	87368536	13-Mar-17	US	Pending	
TWIRLA	85507727	3-Jan-12	US	Registered	4601852
TWIRLA FLOWER DESIGN	88010485	21-Jun-18	US	Pending	

SCHEDULE B TO PATENT AND TRADEMARK SECURITY AGREEMENT

EX-US

TRADEMARK	APPLICATION NUMBER	FILING DATE	COUNTRY	STATUS	REGISTRATION NUMBER
LCURVE	2012722165	3-Jul-12	RU	Registered	492368
LCURVE	1288535	3-Jul-12	MX	Registered	1335824
LCURVE	2012-053665	3-Jul-12	JP	Registered	5529737
LCURVE	11009065	2-Jul-12	EM / CTM	Registered	11009065
LCURVE	840181728	3-Jul-12	BR	Registered	840181728
SKINFUSION	1783262	19-May-16	Canada Madrid Protocol	Registered	TMA1,035,067
SKINFUSION	A0059265	1-Jun-16	designating China, Israel, Russia, Mexico and India	Pending	
SKINFUSION	911066411	20-May-16	Brazil	Registered	911066411
TWIRLA	2012722164	3-Jul-12	RU	Registered	492367
TWIRLA	1288536	3-Jul-12	MX	Registered	1335825
TWIRLA	2012-053666	3-Jul-12	JP	Registered	5529738
TWIRLA	17190109	10-Sep-17	EU	Registered	17190109
TWIRLA	11009073	2-Jul-12	EM / CTM	Registered	11009073
TWIRLA	1917362	29-Aug-18	CA	Pending	
TWIRLA	1856545	8-Sep-17	CA	Pending	
TWIRLA	840181736	3-Jul-12	BR	Registered	840181736