

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NORDIC TRUSTEE & AGENCY AB (PUBL)	02/11/2020
RECEIVING PARTY DATA	
Name:	MABTECH AKTIEBOLAG
Street Address:	BOX1233
City:	NACKA STRAND
State/Country:	SWEDEN
Postal Code:	131 28
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13061085
Application Number:	15537566
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<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>	
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Email:	jean.paterson@cscglobal.com
Correspondent Name:	CSC
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430
Address Line 4:	WASHINGTON, D.C. 20005
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	02/12/2020
Total Attachments: 11	
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U.S. PATENT SECURITY AGREEMENT

U.S. PATENT SECURITY AGREEMENT, dated as of February 11, 2020 (this "**Agreement**"), between Mabtech Aktiebolag, a limited liability company incorporated under the laws of Sweden with registration number 556276-8225 (the "**Pledgor**"), and Nordic Trustee & Agency AB (publ) as Security Agent (as defined in the Facilities Agreement referred to below) for the Secured Parties (as defined herein).

RECITALS

- (A) Mabtech Group Holding AB (previously Goldcup 19519 AB), a limited liability company organized under the laws of Sweden, with registration number 559225-1267, as original borrower and original guarantor (the "**Company**"), certain subsidiaries of the Company, MMC2 (EUR Unlevered) Investments I. S. Å. R. I. and EBP Credit Investments I. S. Å. R. I. as arrangers, certain parties listed as original lenders, Nordic Trustee & Agency AB (publ) as agent (in such capacity, the "**Agent**"), the Security Agent and others, are parties to a Facilities Agreement dated December 4, 2019 (and, as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Facilities Agreement**").
- (B) The Pledgor is a party to a Swedish law governed patent pledge agreement by and between the Pledgor and the Secured Parties (as hereinafter defined) represented by the Security Agent, dated the date hereof, under which it grants security in certain of its patents (including patents registered with the United States Patent and Trademark Office) in favor of the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Patent Pledge Agreement**").
- (C) In consideration of the conditions and agreements set forth in the Facilities Agreement, the Patent Pledge Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1.1 Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Facilities Agreement and used herein have the meaning given to them in the Facilities Agreement. Terms used herein that are defined in the UCC but not defined herein or in the Facilities Agreement have the meanings given to them in the UCC. As used herein:

"**Acceleration Event**" has the meaning given to such term in the Facilities Agreement.

"**Filing**" means, to the extent the same is still in effect, (a) any UCC financing statement (including continuation statements and amendment statements, as applicable) or (b) any filing, registration or record under applicable law, in each case covering any Patent Collateral (including any security agreement or other written agreement in which the Pledgor grants a security interest in or collateral assignment of any Patent Collateral) that is filed, registered or recorded with the PTO.

"**Intercreditor Agreement**" means the intercreditor agreement dated 12 December 2019 between, among others, Mabtech Group Holding AB, as Company, original borrower and original guarantor, Mabtech Holding AB, a limited liability company organized under the laws of Sweden under registration number 559225-1028 as Parent and original subordinated creditor,

certain parties thereto as Arrangers and Unitranche Lenders, and Nordic Trustee & Agency AB (publ) as Senior Agent and Security Agent (each as defined therein).

"Patent Collateral" has the meaning assigned to that term in Section 2.

"Patent Licenses" means, collectively, any and all written agreements providing for the granting of any right in or to any Patent listed in Schedule 1 hereto, and all renewals and extensions thereof.

"Patents" means each patent and each registration and application of registration or publication referred to in Schedule 1 hereto, all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights and privileges corresponding thereto throughout the world, the right to sue for past, present and future infringements of any of the foregoing, and all Proceeds of the foregoing, including, with respect to the foregoing, Proceeds from licenses, royalties, fees, income, payments, claims, damages, and suit.

"PTO" means the United States Patent and Trademark Office (or any successor thereto).

"Secured Obligations" shall have the meaning assigned to that term in the Intercreditor Agreement.

"Secured Parties" shall have the meaning assigned to that term in the Intercreditor Agreement.

"UCC" means the Uniform Commercial Code enacted in the State of New York, as in effect from time to time; **provided that** if by reason of mandatory provisions of law, the attachment, perfection, the effect of perfection or non-perfection, priority of a security interest or remedy is governed by the personal property security laws of any jurisdiction other than New York, "UCC" shall mean those personal property security laws as in effect, from time to time, in such other jurisdiction for the purposes of the provisions hereof relating to such attachment, perfection, priority or remedy and for the definitions related to such provisions.

Section 1.2 Rules of Interpretation; Rules of Construction

- (a) The rules of construction set forth in Section 1.2 of the Facilities Agreement apply equally to this Agreement, mutatis mutandis.
- (b) If any conflict or inconsistency exists between this Agreement and the Facilities Agreement (other than with respect to Section 2 hereof), the Facilities Agreement shall govern. If any conflict or inconsistency exists between this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall govern. If any conflict or inconsistency exists between this Agreement and any other Finance Document other than the Facilities Agreement or the Intercreditor Agreement, this Agreement shall govern.
- (c) Unless the context requires otherwise (i) any reference herein to any Person will be construed to include such Person's successors and permitted assigns, (ii) the words "herein," "hereof" and "hereunder," and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iii) all references herein to Sections, Exhibits and Schedules will be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement, and (iv) all obligations of the Pledgor hereunder will be satisfied by the Pledgor at its sole cost and expense.

- (d) The Pledgor has entered into this Agreement to secure the Secured Obligations and this Agreement shall constitute a "Transaction Security Document" as such term is defined in the Facilities Agreement.

Section 1.3 Limitation of Liability and Capacity

- (a) The Security Agent enters into this Agreement solely in its capacity as Security Agent under the Facilities Agreement and in no other capacity.
- (b) The Security Agent's liability, powers and obligations are set out in the manner of Clause 18 of the Intercreditor Agreement as if set out in this Agreement in full.
- (c) The Agent's liability, powers and obligations are set out in the manner of Clause 18 of the Intercreditor Agreement as if set out in this Agreement in full.

Section 2 Grant of Security Interest in Patent Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise) of all Secured Obligations, the Pledgor hereby pledges and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Patent Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"**Patent Collateral**" means the Pledgor's right, title and interest in, to and under all of the following property:

- (a) all Patents and Patent Licenses listed in Schedule 1 hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including any claim by the Pledgor against third parties for past, present or future infringement or, if applicable, dilution of any Patent or Patent License listed in Schedule 1 hereto.

Section 3 Patent Pledge Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Patent Pledge Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by it in the Patent Collateral made and granted hereby are more fully set forth in the Patent Pledge Agreement; provided that this Section 3 and such acknowledgment and affirmation shall not in any way limit the rights and remedies of the Security Agent set forth herein.

Section 4 Representations and Warranties

The Pledgor represents and warrants that:

- (a) **Names, Locations**
 - (i) The exact name, as such name appears in the public record of its jurisdiction of organization, of the Pledgor is Mabtech Aktiebolag; its jurisdiction of organization is Sweden; and its organizational identification number is 556276-8225.

- (ii) The location of the chief executive office and principal place of business of the Pledgor is Box 1233, 131 28 Nacka Strand, Sweden, which is where the Pledgor is "located" for purposes of section 9-307 of the UCC.

(b) **Filings, Consents**

The Pledgor has delivered to the Security Agent true, complete and correct copies of all Filings containing an accurate description of the Patent Collateral. The filing of this Agreement with the PTO and the filing of a UCC-1 with the Recorder of Deeds of the District of Columbia are all of the Filings that are necessary to publish notice of, and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Security Agent (for the benefit of the Secured Parties) in respect of all Patent Collateral in the United States. No further or subsequent Filing is necessary in the United States, except as provided under applicable law with respect to (i) the filing of continuation statements and (ii) any changes to the Pledgor's organizational structure or to the Pledgor's organizational documents permitted by the Facilities Agreement, as required pursuant thereto in order for the Security Agent to continue to have at all times following each such change a legal, valid and perfected security interest in all Patent Collateral.

(c) **Security Interest**

Upon the execution and delivery of this Agreement, this Agreement will be effective to create legally valid and enforceable Liens on the Patent Collateral in favor of the Security Agent for the benefit of the Secured Parties. Such Liens will constitute, upon the timely filing of the Filings in accordance with clause (b) of this Section 4, a perfected security interest in all Patent Collateral. The security interest is, and will be, prior to any other Lien on any of the Patent Collateral, other than Permitted Liens.

Section 5 Certain Covenants and Agreements

- (a) Unless the Pledgor has given the Security Agent at least ten (10) Business Days prior written notice, the Pledgor will not change any of the information described in Section 4 above or take any action which would cause any filing made in connection with this Agreement to become misleading. The Pledgor agrees to cooperate with the Security Agent in making all filings that are reasonably required in order for the Security Agent to continue at all times following such change to have a legal, valid and perfected security interest in all the Patent Collateral.
- (b) The Pledgor will take all actions reasonably necessary or, as the Security Agent may from time to time reasonably request, (i) to ensure the recordation of appropriate evidence of the security interest and Liens granted hereunder in the Patent Collateral with the PTO or (ii) to enable the Security Agent to exercise and enforce its rights hereunder or under the Patent Pledge Agreement with respect to any Patent Collateral.
- (c) To the extent permitted by applicable law, the Pledgor hereby authorizes the Security Agent to make Filings in the PTO and with any other U.S. governmental offices as the Security Agent may reasonably determine, in its reasonable discretion, are necessary or advisable to perfect the security interest and Liens granted to the Security Agent herein, without the signature of the Pledgor. Such Filings may describe the Patent

Collateral in the same manner as described herein or may contain an indication or description of the Patent Collateral that describes such property in any other manner as the Security Agent may determine, in its reasonable discretion, is necessary, advisable or prudent to ensure the perfection of the security interest and Liens in the Patent Collateral granted to the Security Agent herein in the United States.

Section 6 Remedies

Upon the occurrence and during the continuance of an Acceleration Event, the Security Agent may exercise in respect of the Patent Collateral, in addition to all other rights and remedies provided for herein, in the Patent Pledge Agreement or otherwise available to it at law or in equity, all the rights and remedies of a "Secured Party" (as defined in the UCC) on default under the UCC (whether or not the UCC applies to the affected Patent Collateral) or any other applicable law, and also may pursue any of the following separately, successively or simultaneously:

- (a) cause any security interest and Liens granted herein to become an assignment, transfer and conveyance of any or all of such Patent Collateral by the Pledgor to the Security Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Patent Collateral throughout the world on such terms and conditions and in such manner as the Security Agent may determine (other than where such assignment, transfer, conveyance, license or sublicense would constitute a breach or violation of any then-existing Patent Licenses or any other licensing arrangements to the extent that waivers cannot be obtained or to the extent such assignment, transfer or conveyance would impair the validity or enforceability of, or result in the abandonment of, such Patents or Patent License);
- (b) without prior notice (except as specified herein and otherwise in accordance with the terms of the UCC), sell, assign, license (on an exclusive or non-exclusive basis) or otherwise dispose of the Patent Collateral or any part thereof in one or more parcels at public or private sale or at any broker's board or on any securities exchange, at any of the Security Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Security Agent may deem commercially reasonable; provided that (i) upon consummation of any such sale the Security Agent will have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Patent Collateral so sold, (ii) each such purchaser at any such sale will hold the property sold absolutely, free from any claim or right on the part of the Pledgor, and (iii) the Pledgor hereby waives (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal that the Pledgor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted; and
- (c) may notify or require the Pledgor to notify any counterparty to any Patent License to make all payments thereunder directly to the Security Agent.

For the purpose of enabling the Security Agent to exercise rights and remedies under this Section 6 at such time as the Security Agent is lawfully entitled to exercise such rights and remedies, the Pledgor hereby grants to the Security Agent, exercisable only upon the occurrence and during the continuance of an Acceleration Event, an irrevocable (except for failure to comply with the terms and conditions set forth herein), non-exclusive license (exercisable without payment of royalty or other compensation to the Pledgor) to use, license or sub-license, on a non-exclusive basis only, any of the Patent Collateral (other than where such use, license, or sublicense would constitute a breach or violation of any then existing Patent Licenses or any other license arrangements), now owned or hereafter acquired by the Pledgor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. Nothing in the foregoing license grant shall be construed as granting the Security Agent rights above and beyond the rights to such Patent Collateral that such Pledgor is entitled under applicable law or contract. Such license to the Security Agent may be exercised, at the option of the Security Agent, only upon the occurrence and during the continuance of an Acceleration Event; provided that any license, sub-license or other transaction entered into by the Security Agent in accordance herewith will be binding upon the Pledgor.

Section 7 Termination; Release

The security interest and Liens granted hereunder may be terminated in accordance with Section 12 of the Patent Pledge Agreement.

Section 8 Governing Law

This Agreement shall be governed by, and will be construed and enforced in accordance with, the internal laws of the state of New York (including § 5-1401 of the New York General Obligations Law), without regard to conflict of laws principles that would require application of another law (other than any mandatory provisions of the UCC relating to the law governing perfection or priority of the security interests).

Section 9 Waivers; Amendment

- (a) No failure on the part of the Security Agent to exercise and no delay in exercising any power or right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Security Agent and the other Secured Parties hereunder are cumulative and are exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or consent to any departure by the Pledgor therefrom will in any event be effective unless the same is permitted by paragraph (b) below, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Pledgor in any case will entitle the Pledgor to any other or further notice or demand in similar or other circumstances.

- (b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement in writing entered into by the Security Agent and the Pledgor, subject to any consent required in accordance with the Facilities Agreement.

Section 10 Excluded Swap Obligations

Notwithstanding anything to the contrary in this Agreement or any other Finance Document, the Secured Obligations hereunder shall not include any Excluded Swap Obligations of the Pledgor.

Section 11 Waiver of Jury Trial

EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY TRANSACTIONS PROVIDED HEREUNDER OR CONTEMPLATED HEREBY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that each party has already relied on this waiver in entering into this Agreement, and that each party will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 11 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

Section 12 Counterparts; Effectiveness

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith (a) may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument (and signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document, and (b) will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed facsimile or “.PDF” (“**PDF**”) counterpart of a signature page to this Agreement or any such amendments, waivers, consents or supplements shall be effective as delivery of an original executed counterpart hereof or thereof. The Security Agent may also request that any such facsimile or PDF signatures be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or PDF signature delivered.

Section 13 Consent to Jurisdiction and Service of Process

All judicial proceedings brought against the Pledgor arising out of or relating to this agreement, or any obligations hereunder, may be brought in any state or federal court of competent jurisdiction in the State, County and City of New York (each, a "NY Court"). By executing and delivering this agreement, the Pledgor, for itself and in connection with its properties, irrevocably:

- (a) accepts generally and unconditionally the nonexclusive jurisdiction and venue of such NY Courts;
- (b) waives any defense of forum non conveniens;
- (c) agrees that service of all process in any such proceeding in any such NY Court may be made by registered or certified mail, return receipt requested, to the Pledgor at its address provided in accordance with the Facilities Agreement or to the Process Agent (as defined below);
- (d) agrees that service as provided in clause (C) above is sufficient to confer personal jurisdiction over the Pledgor in any such proceeding in any such NY Court, and otherwise constitutes effective and binding service in every respect;
- (e) agrees that the Security Agent and the Secured Parties retain the right to serve process in any other manner permitted by law or to bring proceedings against such Pledgor in the courts of any other jurisdiction; and
- (f) agrees that the provisions of this Section 13 relating to jurisdiction and venue will be binding and enforceable to the fullest extent permitted by law (under New York General Obligations Law Section 5-1402 or otherwise).


Section 14 Appointment of Process Agent

The Pledgor hereby (i) irrevocably designates and appoints Mabtech, Inc., whose address is 3814 West Street, Suite 220, Cincinnati, OH 45227, United States, as its process agent (the "**Process Agent**") to receive on its behalf service of all process brought against it with respect to any such proceeding in any NY Court, such service being hereby acknowledged by the Pledgor to be effective and binding on it in every respect, and (ii) confirms that the Process Agent has accepted such designation and appointment. If for any reason the Process Agent shall cease to be available to act as such, then the Pledgor shall promptly designate a new Process Agent in the State, County and City of New York.

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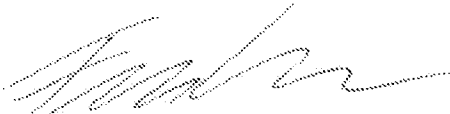
IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed and delivered by its officers or representatives thereunto duly authorized as of the date first written above.

MABTECH AKTIEBOLAG,
as Pledgor

By:  _____
Name: ~~Shoan~~ Panahi
Title: (by power of attorney)

By: _____
Name:
Title:

ACCEPTED AND AGREED BY:
NORDIC TRUSTEE & AGENCY AB (PUBL),
as Security Agent

By: 
Name: **Felix Edgren**
Title: *Director*
by way of power of attorney

By: _____
Name:
Title:

SCHEDULE 1 TO THE U.S. PATENT SECURITY AGREEMENT
U.S. PATENT REGISTRATIONS

Pledgor	Title	Reg. No. or Appln. No.	Date
Mabtech AB	ANTIBODY-SECRETING CELL ASSAY	20110244477 (patent pending)	2009-08-28
Mabtech Aktiebolag	COMPOSITION, KIT AND METHOD FOR INHIBITION OF IL-21 MEDIATED ACTIVATION OF HUMAN CELLS	20180171010 (patent pending)	2002-04-12
Mabtech Aktiebolag	CULTISPOT ASSAY	EP 05759230.5	2005-04-29