

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6098958

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BIONOMICS, INC.	04/30/2020
RECEIVING PARTY DATA	
Name:	OXFORD FINANCE LLC, AS COLLATERAL AGENT
Street Address:	133 NORTH FAIRFAX STREET
City:	ALEXANDRIA
State/Country:	VIRGINIA
Postal Code:	22314
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	10598653
Patent Number:	9221906
Patent Number:	10196442
Patent Number:	9220774
Patent Number:	9221907
Patent Number:	9546214
Patent Number:	10358500
Patent Number:	9631024
Application Number:	16449154
Application Number:	16621897
CORRESPONDENCE DATA	
Fax Number:	(858)638-5130
<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>	
Phone:	619-699-2700
Email:	susan.reynolds@dlapiper.com
Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	401 B STREET, SUITE 1700
Address Line 4:	SAN DIEGO, CALIFORNIA 92101
NAME OF SUBMITTER:	MATT SCHWARTZ

SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	05/08/2020
Total Attachments: 7 source=Oxford - Bionomics Inc - IP Security Agreement - 4.30.2020#page1.tif source=Oxford - Bionomics Inc - IP Security Agreement - 4.30.2020#page2.tif source=Oxford - Bionomics Inc - IP Security Agreement - 4.30.2020#page3.tif source=Oxford - Bionomics Inc - IP Security Agreement - 4.30.2020#page4.tif source=Oxford - Bionomics Inc - IP Security Agreement - 4.30.2020#page5.tif source=Oxford - Bionomics Inc - IP Security Agreement - 4.30.2020#page6.tif source=Oxford - Bionomics Inc - IP Security Agreement - 4.30.2020#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 30, 2020 by and between OXFORD FINANCE LLC, a Delaware limited liability company, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and BIONOMICS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Collateral Agent, the Lenders, Grantor, BIONOMICS LTD ACN 075 582 740, an Australian publicly listed company incorporated under the laws of Australia ("Parent") and ILIAD CHEMICALS PTY LTD ACN 099 125 612, an Australian company incorporated under the laws of Australia ("Iliad", together with Parent and Grantor, each, individually and collectively, jointly and severally, "Borrower") have entered into that certain Loan and Security Agreement dated as of July 31, 2017, as amended by that certain First Amendment to Loan and Security Agreement dated as of November 28, 2018, as amended further by that certain Second Amendment to Loan and Security Agreement dated as of November 13, 2019, as amended further by that certain Third Amendment to Loan and Security Agreement dated as of April 15, 2020, as amended further by that certain Fourth Amendment to Loan and Security Agreement dated as of the date hereof (the "Fourth Amendment") (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein and not defined herein have the meanings assigned to them in the Loan Agreement. The execution and delivery of this Intellectual Property Security Agreement by Grantor is a condition to Collateral Agent and the Lenders entering into the Fourth Amendment.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, 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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (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.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

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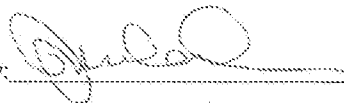
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

BIONOMICS, INC.

31 Dalglish Street
Thebarton SA 5031
Australia
Attn: Chief Financial Officer

By: 
Title: JACK MOCHIZUKI

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

By: _____
Title: _____

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GRANTOR:

Address of Grantor:

BIONOMICS, INC.

31 Dagleish Street
Thebarton SA 5031
Australia
Attn: Chief Financial Officer

By: _____

Title: _____

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

By:  _____ Colette H. Featherly

Title: Senior Vice President _____

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

US Patent Registration

Patent No. Appl. No.	Issue Date File Date	Title
10,598,653	14/355,174	Methods of blocking cancer stem cell growth
9221906 14355177	12/29/2015 4/29/2014	Methods of inhibiting solid tumor growth by administering GPR49 antibodies
10196442 14966342	2/5/2019 12/11/2015	Methods of inhibiting growth of a colon cancer tumor in a subject by administering monoclonal antibodies to G protein-coupled receptor 49 (GPR49)
9220774 14355189	12/29/2015 4/29/2014	Methods of treating cancer by administering anti-GPR49 antibodies
9221907 14355195	12/29/2015 4/29/2014	Anti-GPR49 monoclonal antibodies
9546214 14677815	1/17/2017 4/2/2015	Humanized antibodies that bind LGR5
10,358500	15379058	Humanized antibodies that bind LGR5
	16/449,154	Humanized antibodies that bind LGR5
9631024	14/741,696	Antibodies that bind LGR4, their use in inhibiting neoplastic cells and in treating tumors
	16/621,897	Antibody drug conjugates that bind LGR5

Foreign Patent Registration

1. Methods of blocking cancer stem cell growth

Country	Application/Patent No.	DCC Ref:	Bionomics Ref:	Status
Australia	2012332588	35530961	E1-AU	REGISTERED
EP	2773373	35530962	E1-EP	REGISTERED
DE	2773373 602012050153.7	35530980	E1-DE	VALIDATED
FR	2773373	35530981	E1-FR	VALIDATED
GB	2773373	35530982	E1-GB	VALIDATED

2. Methods of inhibiting solid tumor growth by administering GPR49 antibodies

Country	Application/Patent No.	DCC Ref:	Bionomics Ref:	Status
Australia	2012332587	35530951	E2-AU	REGISTERED
Australia	2017202309 (Div of 2012332587)	35530954	E2-AU-D1	REGISTERED

3. Methods of treating cancer by administering anti-GPR49 antibodies

Country	Application/Patent No.	DCC Ref:	Bionomics Ref:	Status
Australia	2012332590	35531157	E4-AU	REGISTERED

4. Anti-GPR49 monoclonal antibodies

Country	Application/Patent No.	DCC Ref:	Bionomics Ref:	Status
Australia	2012332593	35531167	E5-AU	REGISTERED

5. Humanized antibodies that bind LGR5

Country	Application/Patent No.	DCC Ref:	Bionomics Ref:	Status
Australia	2015240599	35531188	E6-AU	UNDER EXAMINATION
Canada	2944649	35531189	E6-CA	UNDER EXAMINATION
China	201580026619.2	35531190	E6-CN	GRANTED
Japan	2016-560744	35531193	E6-JP	ACCEPTED
Europe	3126397 App 15774211.5	35531191	E6-EP	GRANTED
UK	3126397	35541699	E6-UK	VALIDATED
France	3126397	35541698	E6-FR	VALIDATED
Germany	3126397	35541697	E6-DE	VALIDATED
India	201617037653	35531192	E6-IN	UNDER EXAMINATION
New Zealand	724815	35531196	E6-NZ	REGISTERED
Korea	10-2016-7030748	35531194	E6-KR	UNDER EXAMINATION
Mexico	MX/a/2016/012873	35531195	E6-MX	UNDER EXAMINATION
HK	17107569.7	35531245	E6-HK	FILED

6. Antibody drug conjugates that bind LGR5

Country	Application/Patent No.	DCC Ref:	Bionomics Ref:	Status
PCT	PCT/US2018/037613 WO2018/232164	35532766	E9-WO BIONO.015WO	FILED
AU	2018285523	35536401	E9-AU	Filed
China	201880052274.1	35536402	E9-AU	UNDER EXAMINATION
Europe	18817891.7	35536403	E9-EP	FILED
Japan	2020-519003	35536404	E9-JP	FILED
Korea	10-2020-7001231	35536405	E9-KR	FILED

EXHIBIT C

Trademarks

Description

Serial/Registration No.

File Date

None