

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6241699

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
VACCINEX, INC.		08/03/2020
RECEIVING PARTY DATA		
Name:	3I, L.P.	
Street Address:	140 BROADWAY, 38TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10005	
PROPERTY NUMBERS Total: 45		
Property Type	Number	
Patent Number:	8496938	
Patent Number:	9676840	
Application Number:	15581573	
Patent Number:	8816058	
Patent Number:	9605055	
Application Number:	16433496	
Patent Number:	8790652	
Patent Number:	9090709	
Patent Number:	10494440	
Patent Number:	9708601	
Patent Number:	10662422	
Application Number:	16871407	
Patent Number:	9701958	
Patent Number:	9243068	
Patent Number:	9828435	
Patent Number:	10526414	
Application Number:	16392451	
Patent Number:	9512224	
Patent Number:	9598495	
Patent Number:	9249227	

Property Type	Number
Patent Number:	10385136
Application Number:	16460593
Patent Number:	10577427
Patent Number:	10550199
Application Number:	16727151
Patent Number:	10640765
Application Number:	16860217
Application Number:	16488123
Application Number:	16496286
Application Number:	16611209
Patent Number:	7919594
Patent Number:	9382327
Patent Number:	10301393
Patent Number:	9447191
Patent Number:	9809654
Patent Number:	9603922
Patent Number:	8834883
Patent Number:	9890213
Patent Number:	9790271
Patent Number:	9963504
Application Number:	15953139
Application Number:	16832170
Application Number:	16906713
Application Number:	62865027
Application Number:	62881751

CORRESPONDENCE DATA

Fax Number: (212)370-7889

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: (212) 370-1300

Email: mpolychronides@egsllp.com

Correspondent Name: JOHN C. STELLABOTTE

Address Line 1: 1345 AVENUE OF THE AMERICAS, 11TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10105

ATTORNEY DOCKET NUMBER:	17066.002
NAME OF SUBMITTER:	JOHN C. STELLABOTTE
SIGNATURE:	/JOHN C. STELLABOTTE/
DATE SIGNED:	08/10/2020

Total Attachments: 9

source=VCNX - IP Security Agreement (Executed) (00821764xA9C08)#page1.tif
source=VCNX - IP Security Agreement (Executed) (00821764xA9C08)#page2.tif
source=VCNX - IP Security Agreement (Executed) (00821764xA9C08)#page3.tif
source=VCNX - IP Security Agreement (Executed) (00821764xA9C08)#page4.tif
source=VCNX - IP Security Agreement (Executed) (00821764xA9C08)#page5.tif
source=VCNX - IP Security Agreement (Executed) (00821764xA9C08)#page6.tif
source=VCNX - IP Security Agreement (Executed) (00821764xA9C08)#page7.tif
source=VCNX - IP Security Agreement (Executed) (00821764xA9C08)#page8.tif
source=VCNX - IP Security Agreement (Executed) (00821764xA9C08)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of August 3, 2020, is made by and among Vaccinex, Inc., a Delaware corporation (the “Company” or the “Grantor”) and 3i, L.P., as collateral agent (in such capacity, the “Collateral Agent”) for the secured parties under the Security Agreement referred to below (the “Secured Parties”).

WHEREAS, the Grantor and the Collateral Agent have entered into that certain Security Agreement, dated August 3, 2020 (the “Security Agreement”), pursuant to which the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

1. **Grant of Security.** The Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the “IP Collateral”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, and the Commissioner for Trademarks, and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VACCINEX, INC.

By: 

Name: Maurice Zauderer, Ph.D.

Title: President and Chief Executive Officer

PATENT

REEL: 053440 FRAME: 0183

AGREED TO AND ACCEPTED:

3i, L.P. as Collateral Agent

By: 

Name: Maier Tarlow

Title: Manager on behalf of the General Partner

Address for Notices: 3i, LP

140 Broadway 38 FLR

New York, NY 10005

SCHEDULES

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

(See attached)

Title	Status	Date Filed	Application #	Grant Date	Patent #
ANTI-CD100 ANTIBODIES AND METHODS FOR USING THE SAME	Issued	May 7, 2010	12/776,187	Jul 30, 2013	8496938
ANTI-CD100 ANTIBODIES AND METHODS FOR USING THE SAME	Issued	Mar 13, 2013	13/800,713	Jun 13, 2017	9676840
ANTI-CD100 ANTIBODIES AND METHODS FOR USING THE SAME	Pending	Apr 28, 2017	15/581,573	Aug 26, 2014	8816058
ANTI-CD100 ANTIBODIES AND METHODS FOR USING THE SAME	Issued	Jun 14, 2012	13/517,807	Mar 28, 2017	9605055
ANTI-CD100 ANTIBODIES AND METHODS FOR USING THE SAME	Issued	Mar 12, 2013	13/797,048	Jul 29, 2014	8790652
Use of Semaphorin-4D Binding Molecules for Modulation of Blood Brain Barrier Permeability	Pending	Jun 6, 2019	16/433,496	Jul 29, 2014	8790652
USE OF THE COMBINATION OF SEMAPHORIN-4D INHIBITORY MOLECULES AND VEGF INHIBITORY MOLECULES TO INHIBIT ANGIOGENESIS	Issued	Dec 6, 2012	13/707,299	Jul 28, 2015	9090709
ANTI-SEMA4D ANTIBODIES AND EPTOPES	Issued	Mar 14, 2013	13/828,506	Dec 3, 2019	10494440
Use of Semaphorin-4D Binding Molecules to Promote Neurogenesis Following Stroke	Issued	Mar 15, 2013	13/842,523	Jul 18, 2017	9708601
Fusion Proteins to Facilitate Selection of Cells Infected with Specific Immunoglobulin Gene Recombinant Vaccinia Virus	Issued	Jun 12, 2017	15/619,790	May 26, 2020	10662422
METHOD FOR SELECTING POLYNUCLEOTIDES ENCODING ANTIGEN-SPECIFIC IMMUNOGLOBULIN SUBUNIT	Pending	May 11, 2020	16/871,407		
METHOD FOR SELECTING POLYNUCLEOTIDES ENCODING ANTIGEN-SPECIFIC IMMUNOGLOBULIN SUBUNIT	Issued	Dec 21, 2015	14/977,067	Jul 11, 2017	9701958
METHOD FOR SELECTING POLYNUCLEOTIDES ENCODING ANTIGEN-SPECIFIC IMMUNOGLOBULIN SUBUNITS	Issued	Jun 20, 2014	14/310,848	26-Jan-16	9243068
Combination of SEMA-4D Inhibitors and Immunomodulators to Inhibit Tumors and Metastases	Issued	Jun 20, 2014	14/892,099	Nov 28, 2017	9828435
USE OF SEMAPHORIN-4D INHIBITORY MOLECULES IN COMBINATION WITH AN IMMUNE MODULATING THERAPY TO INHIBIT TUMOR GROWTH AND METASTASES	Issued	Aug 1, 2017	15/666,133	Jan 7, 2020	10526414
Use of anti-semaphorin-4D antibodies in combination with an immune modulating therapy to inhibit tumor growth and metastases	Pending	Apr 23, 2019	16/392,451		
USE OF ANTI-SEMAPHORIN-4D ANTIBODIES MOLECULES WITH AN IMMUNE MODULATING THERAPY TO INHIBIT TUMOR GROWTH AND METASTASES	Issued	Oct 10, 2014	14/511,679	Dec 6, 2016	9512224
USE OF SEMAPHORIN-4D BINDING MOLECULES FOR TREATING NEURODEGENERATIVE DISORDERS	Issued	Oct 21, 2014	14/519,965	Mar 21, 2017	9598495
USE OF SEMAPHORIN-4D BINDING MOLECULES FOR TREATING NEURODEGENERATIVE DISORDERS	Issued	Jun 29, 2015	14/753,882	Feb 2, 2016	9249227
USE OF SEMAPHORIN-4D BINDING MOLECULES FOR TREATING NEURODEGENERATIVE DISORDERS	Issued	Mar 21, 2017	15/465,509	Aug 20, 2019	10385136
USE OF SEMAPHORIN-4D BINDING MOLECULES FOR TREATING NEURODEGENERATIVE DISORDERS	Allowed	Jul 2, 2019	16/460,593		
INTEGRAL MEMBRANE PROTEIN DISPLAY ON POXYVIRUS EXTRACELLULAR ENVELOPED VIRIONS	Issued	Apr 21, 2017	16/091,077	Mar 3, 2020	10577427
(Track 1) INTEGRAL MEMBRANE PROTEIN DISPLAY ON POXYVIRUS EXTRACELLULAR ENVELOPED VIRIONS	Issued	Apr 15, 2019	16/384,087	Feb 4, 2020	10550199
INTEGRAL MEMBRANE PROTEIN DISPLAY ON POXYVIRUS EXTRACELLULAR ENVELOPED VIRIONS	Published	Dec 26, 2019	16/727,151		
(Track 1) METHODS FOR PRODUCING POLYNUCLEOTIDE LIBRARIES IN VACCINIA VIRUS/EUKARYOTIC CELLS	Issued	Apr 15, 2019	16/384,078	May 5, 2020	10640765
METHODS FOR PRODUCING POLYNUCLEOTIDE LIBRARIES IN VACCINIA VIRUS/EUKARYOTIC CELLS	Pending	Apr 28, 2020	16/860,217		
EARLY DETECTION OF GLIAL CELL ACTIVATION IN NEURODEGENERATIVE OR NEUROINFLAMMATORY DISEASES	Pending	Feb 20, 2018	16/488,123		
TREATMENT OF CANCER WITH A SEMAPHORIN-4D ANTIBODY IN COMBINATION WITH AN EPIGENETIC MODULATING AGENT	Pending	Mar 14, 2018	16/496,286		
HUMAN ANTI-SEMAPHORIN 4D ANTIBODY	Pending	May 4, 2018	16/611,209		
HUMAN ANTI-CD100 ANTIBODIES	Issued	Feb 13, 2008	12/030,356	Apr 5, 2011	7919594

ANTI-CD20 ANTIBODIES AND METHODS OF USE	Issued	Oct 9, 2007	11/869,170	Jul 5, 2016	9382327
ANTI-CD20 ANTIBODIES AND METHODS OF USE	Issued	Jun 3, 2016	15/173,186	May 28, 2019	10301393
OSTEOGENESIS PROMOTER	Issued	May 11, 2012	14/117,254	Sep 20, 2016	9447191
TARGETED CD1D MOLECULES	Issued	Sep 26, 2003	10/529,221	Nov 7, 2017	9809654
Modulation of NKT Cell Activity with Antigen-loaded CD1d Molecules	Issued	Feb 21, 2008	12/034,737	Mar 28, 2017	9603922
Anti-VEGF Antibodies and Uses Thereof	Issued	Jun 14, 2011	13/703,947	Sep 16, 2014	8834883
METHODS FOR THE TREATMENT OF B CELL-MEDIATED INFLAMMATORY DISEASES	Issued	Mar 1, 2013	14/382,410	Feb 13, 2018	9890213
	Issued	Jan 31, 2014	14/765,162	Oct 17, 2017	9790271
METHODS FOR INCREASING IMMUNOGLOBULIN A LEVELS	Issued	Sep 1, 2011	13/820,278	May 8, 2018	9963504
ANTI-OCXCL13 ANTIBODIES AND METHODS OF USING THE SAME	Allowed	Apr 13, 2018	15/953,139		
ANTI-OCXCL13 ANTIBODIES AND METHODS OF USING THE SAME	Pending	Mar 27, 2020	16/832,170		
SEMAPHORIN-4D ANTAGONISTS FOR USE IN CANCER THERAPY	Pending	Jun 19, 2020	16/906,713		
COMBINATION THERAPY WITH SEMAPHORIN-4D BLOCKADE (SEMA4D) AND DC1 THERAPY	Pending	Jun 21, 2019	62/865,027		
COMBINATION THERAPY WITH SEMAPHORIN-4D BLOCKADE (SEMA4D) AND DC1 THERAPY	Pending	Aug 1, 2019	62/881,751		
Combined Inhibition of Semaphorin-4D and TGFbeta and Compositions Thereof					

SCHEDULE 2
TRADEMARKS AND TRADEMARK APPLICATIONS
(See attached)

Title	Status	Date Filed	Application #	Registration	
				Date	Registration #
ACTIVMAB	Registered	Apr 25, 2005	78616355	Oct 24, 2006	3161846
VACCINEX	Registered	Sep 10, 2003	78298560	Nov 30, 2004	2906537
SCIENCE IN THE SERVICE OF MEDICINE	Published	Feb 13, 2020	88796128		

PATENT

REEL: 053440 FRAME: 0189

RECORDED: 08/10/2020