

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6601732

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ADOCIA	03/12/2021
RECEIVING PARTY DATA	
Name:	IPF MANAGEMENT S.A.
Street Address:	4, RUE DE LA GREVE, L-1643
City:	LUXEMBOURG
State/Country:	LUXEMBOURG
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16213865
Application Number:	16800658
CORRESPONDENCE DATA	
Fax Number:	
<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:	212-728-8000
Email:	ipdept@willkie.com
Correspondent Name:	SPENCER SIMON
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ATTORNEY DOCKET NUMBER:	126524/1
NAME OF SUBMITTER:	SPENCER SIMON
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	03/15/2021
Total Attachments: 4	
source=Adocia - Patent Security Agreement 2021 POA filing#page1.tif	
source=Adocia - Patent Security Agreement 2021 POA filing#page2.tif	
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source=Adocia - Patent Security Agreement 2021 POA filing#page4.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 12, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Patent Security Agreement”), is made by ADOCIA, a société anonyme incorporated under the laws of the Republic of France under registration number 487 647 737 RCS Lyon, having its registered office at 115, avenue Lacassagne, 69003 Lyon (France), as grantor, pledgor, assignor and debtor (together, with any successors and permitted assigns, “Grantor”), and IPF MANAGEMENT S.A., a société anonyme incorporated under the laws of the Grand Duchy of Luxembourg under registration number B175933, having its registered office at 4, rue de la Greve, L-1643 Luxembourg, Grand Duchy of Luxembourg (the “Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Grantor has entered into an Intellectual Property Security Agreement, dated as of October 11, 2019 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Security Agreement”), with the Agent on behalf of the Secured Parties, which secures certain bonds with attached equity warrants issued by Grantor in favor of various Secured Parties. Capitalized terms used and not defined herein have the meanings given to such terms in the Security Agreement;

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain property, including, without limitation, the Patent Collateral (as defined below), to the Agent for the benefit of the Secured Parties, and has granted to Agent, pursuant to that certain letter agreement between Agent and Grantor dated June 11, 2020, a power of attorney authorizing Agent to execute this Patent Security Agreement on behalf of Grantor for recording with the United States Patent and Trademark Office (the “Power of Attorney”).

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

1. Grant of Security. Grantor hereby grants to the Agent for the benefit of the Secured Parties a security interest in and to all of Grantor’s right, title and interest in and to the following (the “Patent Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Liabilities:

(i) all U.S. patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1 attached hereto;

(ii) all reissues, divisionals, continuations, continuations-in-part, substitutes, renewals, reexaminations and extensions thereof, and all amendments to and improvements on the foregoing; and

(iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any of the foregoing Patents, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License with respect to any of the foregoing Patents.

2. Recordation. Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer, as applicable, record this Patent Security Agreement.

3. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so

executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Patent Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the state of New York, without reference to conflicts of laws principles.

5. Conflict Provision. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Power of Attorney. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the Power of Attorney, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Patent Security Agreement are in conflict with the Security Agreement or the Power of Attorney, the provisions of the Security Agreement or the Power of Attorney, as applicable, shall govern.

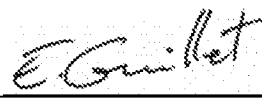
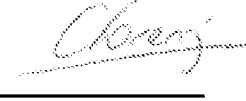
[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

ADOCIA S.A.

Executed by IPF MANAGEMENT S.A.

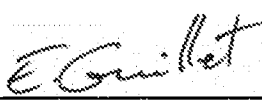
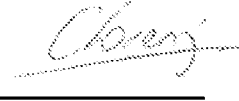
acting under the Power of Attorney on behalf of Adocia S.A.:

By:  

Name: Edouard Guillet Claire Lorenzi
Title: Managing Director CFO

IPF MANAGEMENT S.A.

acting as Agent:

By:  

Name: Edouard Guillet Claire Lorenzi
Title: Managing Director CFO

SCHEDULE 1

Grantor	Title	Reg. No. or Appln. No.	Date
Adocia	COMPOSITIONS IN THE FORM OF AN INJECTABLE AQUEOUS SOLUTION COMPRISING AMYLIN, AN AMYLIN AGONIST RECEPTOR OR AN AMYLIN ANALOGUE AND A CO-POLYAMINO ACID	16/213,865	December 7, 2018
Adocia	COMPOSITIONS IN THE FORM OF AN INJECTABLE AQUEOUS SOLUTION INCLUDING AT LEAST HUMAN INSULIN A21G AND A GLUCAGON SUPPRESSOR WITH PRANDIAL ACTION	16/800,658	February 25, 2020