### 506710254 06/11/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6757072

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
ORPHOMED, INC.	06/10/2021

#### **RECEIVING PARTY DATA**

Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD
Internal Address:	NATIONAL DOCUMENTATION SERVICES, MAIL CODE 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152

## **PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	9782369
Patent Number:	9732096
Patent Number:	9549924
Patent Number:	9480665
Patent Number:	9321780
Patent Number:	9309256
Application Number:	16925439

#### **CORRESPONDENCE DATA**

**Fax Number:** (734)930-2494

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:** 7349302488

**Email:** ipfilings@bodmanlaw.com

Correspondent Name: SUSAN M. KORNFIELD - BODMAN PLC

Address Line 1: 201 SOUTH DIVISION SUITE 400 ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER:	SUSAN M. KORNFIELD		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	06/11/2021		

PATENT 506710254 REEL: 056508 FRAME: 0376

### **Total Attachments: 6**

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 10, 2021 by and between COMERICA BANK ("Bank") and ORPHOMED, INC., a Delaware corporation ("Grantor").

#### **RECITALS**

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of November 25, 2019 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.
- B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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The parties agree that this Agreement may be executed by electronic signatures. The parties further agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures

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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:** 

ORPHOMED, INC

Address of Grantor:

50 Francisco Street, Suite 245 San Francisco, CA 94133 Attn: Gary Phillips, M.D.

Name: Gary Phillips, M.D.

--- DocuSigned by:

Title: M.D., CEO

Address of Bank:

Comerica Bank National Documentation Services 39200 Six Mile Rd. Mail Code 7578 Livonia, MI 48152 BANK:

**COMERICA BANK** 

By: Share Merkord

Name: Shane Merkord Title: Vice President

# **EXHIBIT A**

Copyrights

None

Exhibit A

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# **EXHIBIT B**

## **Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
Method of treating pain using an acetaminophen dimer ether-linked through phenolic hydroxyl groups	15/285312	10/4/16	9,782,369	10/10/17
Buprenorphine dimer and its use in treatment of gastrointestinal disorders	15/074960	3/18/16	9,732,096	8/15/17
Use of buprenorphine dimer in the treatment of peripheral neuropathic pain	14/922373	10/26/15	9,549,924	1/24/17
Methods of treating pain or fever using pharmaceutically active acetaminophen dimers linked through phenolic hydroxyl groups	14/922362	10/26/15	9,480,665	11/1/16
Buprenorphine dimer and its use in treatment of gastrointestinal disorders	14/697174	4/27/15	9,321,780	4/26/16
Pharmaceutically active dimers linked through phenolic hydroxyl groups	14/697155	4/27/15	9,309,256	4/12/16
Compound for treating cystic fibrosis	16/925439	7/10/20	n/a	n/a

# **EXHIBIT C**

## **Trademarks**

Mark	Арр. №	Filing Date		Date
ORPHOMED	88/120994	9/18/18	n/a	n/a

Exhibit C

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PATENT REEL: 056508 FRAME: 0383