

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6911624

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SEVENTH AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AKEBIA THERAPEUTICS, INC.	09/03/2021
	KERYX BIOPHARMACEUTICALS, INC.	09/03/2021
RECEIVING PARTY DATA		
Name:	BIOPHARMA CREDIT PLC	
Street Address:	51 NEW NORTH ROAD	
Internal Address:	C/O BEAUFORT HOUSE	
City:	EXETER EX4 4EP	
State/Country:	UNITED KINGDOM	
PROPERTY NUMBERS Total: 30		
Property Type	Number	
Patent Number:	5753706	
Patent Number:	6903235	
Patent Number:	7767851	
Patent Number:	8093423	
Patent Number:	8299298	
Patent Number:	8338642	
Patent Number:	8609896	
Patent Number:	8754257	
Patent Number:	8754258	
Patent Number:	8846976	
Patent Number:	8901349	
Patent Number:	9050316	
Patent Number:	9328133	
Patent Number:	9387191	
Patent Number:	9624155	
Patent Number:	9750715	
Patent Number:	9757416	
Patent Number:	9913821	
Patent Number:	10300039	

PATENT

Property Type	Number
Patent Number:	10898459
Application Number:	15553348
Application Number:	16154268
Application Number:	16216772
Application Number:	16376907
Application Number:	16815472
Application Number:	16894121
Application Number:	17119554
Application Number:	17141765
Application Number:	17203245
Application Number:	17350267

CORRESPONDENCE DATA

Fax Number: (202)887-4288

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: 2028874000

Email: dlee@akingump.com

Correspondent Name: DAVID C. LEE

Address Line 1: 2001 K STREET, N.W.

Address Line 2: ROBERT S. STRAUSS TOWER

Address Line 4: WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	687747.0050
NAME OF SUBMITTER:	DAVID C. LEE
SIGNATURE:	/David C. Lee/
DATE SIGNED:	09/12/2021

Total Attachments: 9

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This SEVENTH AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 3, 2021, (this “Agreement”) is made by AKEBIA THERAPEUTICS, INC. and KERYX BIOPHARMACEUTICALS, INC., (the “Grantors” and each a “Grantor”), in favor of BIOPHARMA CREDIT PLC (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) on behalf of Lenders and the other Secured Parties (as defined in the Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan Agreement, dated as of November 11, 2019 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among AKEBIA THERAPEUTICS, INC. (“Borrower”), KERYX BIOPHARMACEUTICALS, INC. (as an additional Credit Party), BIOPHARMA CREDIT PLC (as the “Collateral Agent”), BPCR LIMITED PARTNERSHIP (as a “Lender”) and BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP (as a “Lender”), each Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 25, 2019 in favor of the Collateral Agent for the benefit of Lenders and the other Secured Parties (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Loan Agreement) of Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor executed and delivered to the Collateral Agent a Sixth Amended and Restated Intellectual Property Security Agreement, dated as of June 4, 2021 (the “Existing Intellectual Property Security Agreement”);

WHEREAS, events impacting certain of the Intellectual Property Collateral (defined below) have subsequently occurred and, pursuant to the Guaranty and Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent this Agreement; and

WHEREAS, this Agreement amends and restates the Existing Intellectual Property Security Agreement in its entirety;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in IP Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, and grants to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, in each case, solely to the extent constituting Collateral (and excluding any Excluded Property) (the “Intellectual Property Collateral”):

(a) any and all United States Patents, Trademarks and other Intellectual Property and IP Licenses (including any IP Licenses under the Current Company IP Agreements to which a Grantor is a party and the rights of such Grantor thereunder, and all of a Grantor's right, title and interest in, to and under any Internet Domain Names and Software) owned by a Grantor, in each case, relating to the research, development, manufacture, production, use, commercialization, marketing, importing, storage, transport, offer for sale, distribution or sale of the Product in the Territory, including, without limitation, those referred to on Schedule 1 hereto; and

(b) all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of Lenders and the other Secured Parties, pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the obligations, rights and remedies of such Grantor and of the Collateral Agent on behalf of Lenders and the other Secured Parties with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

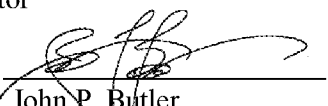
Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary actions in connection with their Intellectual Property and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to any principle of conflicts of law that could require the application of the law of any other jurisdiction.

IN WITNESS WHEREOF, each Grantor has caused this Seventh Amended and Restated Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,
AKEBIA THERAPEUTICS, INC.
as Grantor

By: 
Name: John P. Butler
Title: President and CEO

KERYX BIOPHARMACEUTICALS, INC.
as Grantor

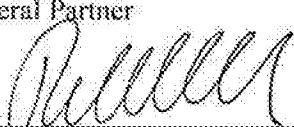
By: 
Name: John P. Butler
Title: Director

ACCEPTED AND AGREED
as of the date first above written:

BIOPHARMA CREDIT PLC,
as Collateral Agent

By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Partner

By 
Name: Pedro Gonzalez de Cosio
Title: Managing Member

SCHEDULE I
TO
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
Intellectual Property

1. REGISTERED PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

Patent: Patent ID	Application Number	Effective Filing Date	Patent Number	Issue Date	Status (High-Level)	All Assignees/ Owner	Title
P20001US1	11/206,981	2/18/2004	7,767,851	8/3/2010	In Force	Panion & BF Biotech Inc.	FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20001US12	17/141,765	2/18/2004			Pending	Panion & BF Biotech Inc.	FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20001US2	12/711,679	2/18/2004	8,338,642	12/25/2012	In Force	Panion & BF Biotech Inc.	FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20001US3	13/672,900	2/18/2004	8,609,896	12/17/2013	In Force	Panion & BF Biotech Inc.	FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20001US4	14/011,291	2/18/2004	8,754,258	6/17/2014	In Force	Panion & BF Biotech Inc.	FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20001US5	14/011,325	2/18/2004	8,901,349	12/2/2014	In Force	Panion & BF Biotech Inc.	FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20001US6	14/011,357	2/18/2004	8,846,976	9/30/2014	In Force	Panion & BF Biotech Inc.	FERRIC ORGANIC COMPOUNDS, USES

							THEREOF AND METHODS OF MAKING SAME
P20001US7	14/502,774	2/18/2004	9,328,133	5/3/2016	In Force	Panion & BF Biotech Inc.	FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20001US8	15/143,987	2/18/2004	9,913,821	3/14/2018	In Force	Panion & BF Biotech Inc.	FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20002US1	12/064,058	8/18/2006	8,093,423	1/10/2012	In Force	Panion & BF Biotech Inc.	PHARMACEUTICAL-GRADE FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20002US2	13/289,048	8/18/2006	8,299,298	10/30/2012	In Force	Panion & BF Biotech Inc.	PHARMACEUTICAL-GRADE FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20002US3	13/661,558	8/18/2006	8,754,257	6/17/2014	In Force	Panion & BF Biotech Inc.	PHARMACEUTICAL-GRADE FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20002US4	14/306,756	8/18/2006	9,050,316	6/9/2015	In Force	Panion & BF Biotech Inc.	PHARMACEUTICAL-GRADE FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20002US5	14/701,933	8/18/2006	9,757,416	9/12/2017	In Force	Panion & BF Biotech Inc.	PHARMACEUTICAL-GRADE FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME

					Abandoned in favor of filing P20002US10		
							PHARMACEUTICAL GRADE FERRIC ORGANIC COMPOUNDS, USES THEREOF AND METHODS OF MAKING SAME
P20002US10	17/350,267	8/18/2006			Pending	Panion & BF Biotech Inc.	
P20003US1	08/794,328	2/3/1997	5,753,706	5/19/1998	In Force	HSU, Chen Hsing	METHOD FOR TREATING RENAL FAILURE
P20004US	10/682,045	10/8/2003	6,903,235	6/7/2005	In Force	Panion & BF Biotech Inc.	PHARMACEUTICAL-GRADE FERRIC CITRATE
							METHOD OF REVERSING, PREVENTING OR STABILIZING SOFT TISSUE CALCIFICATION
P20005US1	12/162,558	1/26/2007	9,750,715	9/5/2017	In Force	Panion & BF Biotech Inc.	METHOD OF TREATING CHRONIC KIDNEY DISEASE
P20006US2	15/814,767	1/26/2007	10,898,459	1/16/2021	In Force	Panion & BF Biotech Inc.	METHOD OF TREATING CHRONIC KIDNEY DISEASE
P20006US3	17/119,554	1/26/2007			Pending	Keryx Biopharmaceutic als, Inc.	FERRIC CITRATE DOSAGE FORMS
P20007US1	13/255,326	7/21/2010	9,387,191	7/12/2016	In Force	Keryx Biopharmaceutic als, Inc.	FERRIC CITRATE DOSAGE FORMS
P20007US3	15/159,008	7/21/2010	10,300,039	5/28/2019	In Force	Keryx Biopharmaceutic als, Inc.	FERRIC CITRATE DOSAGE FORMS
P20007US4	16/376,907	7/21/2010			Pending	Keryx Biopharmaceutic als, Inc.	FERRIC CITRATE DOSAGE FORMS
P20007US5	16/894,121	7/21/2020			Pending	Keryx Biopharmaceutic als, Inc.	FERRIC CITRATE DOSAGE FORMS
P20008US5	16/154,268	6/21/2013			Pending	Keryx Biopharmaceutic als, Inc.	USE OF FERRIC CITRATE IN THE TREATMENT OF

						CHRONIC KIDNEY DISEASE PATIENTS
						USE OF FERRIC CITRATE IN THE TREATMENT OF AND THE REDUCTION OF MORTALITY AND MORBIDITY RELATED TO ADVERSE CARDIAC EVENTS IN CHRONIC KIDNEY DISEASE PATIENTS
P20009US2	16/216,772	11/3/2014			Pending	Keryx Biopharmaceutic als, Inc.
P20010US1	15/553,348	3/3/2016			Pending	Keryx Biopharmaceutic als, Inc.
P20011US9	17/203,245	3/12/2014			Pending	Keryx Biopharmaceutic als, Inc.
	14/184,062	2/19/2014	9,624,155	4/18/2017	Issued	Japan Tobacco, Inc.
	16/815,472	2/19/2014			Pending	Japan Tobacco, Inc.
					Abandoned	

2. TRADEMARK REGISTRATIONS¹

Trademark	Country	Status	Application #	Date Filed	Registration #	Registration Date	Owner
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¹ NTD: Any trademarks which are not part of the Collateral have been removed, but these are still referenced in the perfection certificate.

AURXXIA	United States of America	Registered	86/390,566	Sep 10, 2014	4956680	May 10, 2016	Keryx Biopharmaceuticals, Inc.
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3. IP LICENSES

- a. Second Amended and Restated License Agreement between the Borrower and Panion & BF Biotech, Inc., dated April 17, 2019.
- b. Amended and Restated Sublicense Agreement between Keryx and Japan Tobacco and TORII Pharmaceutical Co., Ltd., dated June 8, 2009.
- c. First Amendment to Amended and Restated Sublicense Agreement between Keryx and Japan Tobacco and TORII Pharmaceutical Co., Ltd., dated June 12, 2013.

PATENT

REEL: 057474 FRAME: 0780

RECORDED: 09/12/2021