

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7224623

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
REACTION BIOLOGY CORPORATION	03/15/2022
JAKPHARM, LLC	03/15/2022
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL LLC, AS COLLATERAL AGENT
Street Address:	100 SOUTH WACKER DRIVE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	19355
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	17487279
Application Number:	16290174
Application Number:	16290136
Application Number:	15234412
Application Number:	12704404
Application Number:	13429755
Application Number:	15360198
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	312-577-8438
Email:	raquel.haleem@katten.com
Correspondent Name:	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	337968-00368
NAME OF SUBMITTER:	RAQUEL HALEEM
SIGNATURE:	/Raquel Haleem/

DATE SIGNED:	03/15/2022
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of March 15, 2022 (this “Patent Security Agreement”), is made by each Pledgor that is a signatory hereto, in favor of Golub Capital LLC, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of March 15, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Reaction Biology Corporation, a Pennsylvania corporation (the “Borrower”), Rodeo Parent Corporation, a Delaware corporation (“Holdings”), the guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, but in each case excluding any Excluded Property (collectively, the “Patent Collateral”):

(a) all Patents of such Pledgor, including, without limitation, the United States patents and patent applications registered with USPTO listed on Schedule 1 attached hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations or as otherwise provided in the Security Agreement, the security interest granted therein

and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

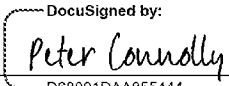
SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement. In furtherance of the foregoing, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to any document to be signed in connection with this Patent Security Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Laws, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

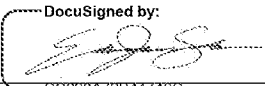
SECTION 7. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

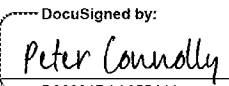
REACTION BIOLOGY CORPORATION,
as a Pledgor

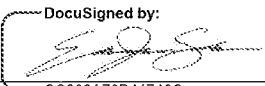
DocuSigned by:
By: 
Name: Peter Connolly
Title: President and Treasurer

DocuSigned by:
By: 
Name: Edward Sohn
Title: Vice President and Secretary

JAKPHARM, LLC,
as a Pledgor

By: Reaction Biology Corporation, its
sole member

DocuSigned by:
By: 
Name: Peter Connolly
Title: President and Treasurer

DocuSigned by:
By: 
Name: Edward Sohn
Title: Vice President and Secretary

Accepted and Agreed:

GOLUB CAPITAL LLC,
as Collateral Agent

By:

A handwritten signature in black ink, appearing to read 'M. Robinson', is written over a horizontal line.

Name: Marc C. Robinson

Title: Senior Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 059267 FRAME: 0072

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Patent	Application No.	Application Date	Registration No.	Registration Date	Owner/Applicant
Histone Deacetylase Inhibitors and Methods of Use Thereof	17487279	9/28/21	N/A	N/A	Reaction Biology Corporation
Histone deacetylase inhibitors and methods of use thereof	16290174	3/1/19	11155550	10/26/21	Reaction Biology Corporation
Quinoline and Isoquinoline Based HDAC Inhibitors and Methods of Use Thereof	16290136	3/1/19	N/A	N/A	Reaction Biology Corporation
Histone deacetylase inhibitors and methods for use thereof	15234412	8/11/16	10011611	7/3/18	Reaction Biology Corporation
Selective kinase inhibitors	12704404	2/11/10	8592415	11/26/13	Reaction Biology Corporation ¹
Inhibition of activated cdc42-associated Kinase 1	13429755	3/26/2012	8658655	2/25/2014	Reaction Biology Corporation ²
Selective kinase inhibitors	15360198	11/23/16	10045981	8/14/18	JAKPharm, LLC

¹ Jointly owned with Key Organics Ltd.

² Jointly owned with The Institute for Cancer Research.