

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT7339190

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UROGEN PHARMA LTD.	05/19/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RTW INVESTMENTS ICA V
<b>Street Address:</b>	TEN EARLSFORT TERRACE
<b>City:</b>	DUBLIN 2
<b>State/Country:</b>	IRELAND
<b>Postal Code:</b>	D02 T380
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9040074
Patent Number:	10039832
Patent Number:	9950069
Application Number:	16518511
Application Number:	17566882
Patent Number:	9844028
Patent Number:	9011411
Patent Number:	8361490
Application Number:	15427341
Patent Number:	9801854
Application Number:	63124111
Application Number:	17546204
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)475-4754
<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>	
<b>Phone:</b>	949-451-3800
<b>Email:</b>	skann@gibsondunn.com
<b>Correspondent Name:</b>	STEPHANIE KANN
<b>Address Line 1:</b>	3161 MICHELSON DRIVE
<b>Address Line 2:</b>	GIBSON, DUNN & CRUTCHER LLP

PATENT

<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92612
<b>ATTORNEY DOCKET NUMBER:</b>	79981-00008
<b>NAME OF SUBMITTER:</b>	STEPHANIE KANN
<b>SIGNATURE:</b>	/stephanie kann/
<b>DATE SIGNED:</b>	05/19/2022
<b>Total Attachments: 6</b> source=UroGen AR Patent and Security Agreement#page1.tif source=UroGen AR Patent and Security Agreement#page2.tif source=UroGen AR Patent and Security Agreement#page3.tif source=UroGen AR Patent and Security Agreement#page4.tif source=UroGen AR Patent and Security Agreement#page5.tif source=UroGen AR Patent and Security Agreement#page6.tif	

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT, dated as of May 19, 2022 (this "Patent Security Agreement"), is made by UROGEN PHARMA LTD., an Israel corporation with company registration number 513537621 (the "Grantor"), in favor of RTW INVESTMENTS ICAV, an Irish Collective Asset-management Vehicle registered in Ireland as an umbrella fund with segregated liability between sub-funds (the "Payer"), for and on behalf of its sub-fund, RTW Fund 2.

WITNESSETH:

WHEREAS, Grantor and Payer are parties to (1) that certain Pre-Paid Forward Contract dated as of March 18, 2021 (as amended, supplemented and otherwise modified from time to time, the "Pre-Paid Forward Contract") and (2) that certain Security Agreement dated of even date herewith (as amended, supplemented and otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Pre-Paid Forward Contract, and in consideration of the premises and to induce the Payer to enter into the Pre-Paid Forward Contract, Grantor and Payer previously entered into that certain Patent Security Agreement dated as of April 4, 2021 (as amended, supplemented and otherwise modified prior to the date hereof, the "Existing Patent Security Agreement");

WHEREAS, the parties to the Existing Patent Security Agreement wish to amend and restate the Existing Patent Security Agreement in the form of this Agreement in order to update and supplement Schedule I attached thereto with Schedule I attached hereto, which amendment and restatement shall not constitute a novation of the obligations of the Existing Patent Security Agreement or any security interest granted thereunder;

NOW, THEREFORE, in consideration of the premises of the Pre-Paid Forward Contract and pursuant to its obligations thereunder, the Grantor hereby agrees with Payer as follows:

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

Section 2. Grant of Security Interest in Patent Collateral. The 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 of the Grantor, hereby mortgages, pledges and hypothecates to the Payer, and grants to Payer a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

- (a) all of its patents listed on Schedule I hereto and all In-Licenses or Commercialization Licenses providing for the grant by or to the Grantor of any right under such patent;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, "Patent Collateral" shall not include any Excluded Collateral (as defined in the Pre-Paid Forward Contract).

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 Payer pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Payer 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patent Collateral specified in clause (a) of such definition .

Section 5. Counterparts. This Patent Security 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 Patent Security 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.

Section 7. Amendment and Restatement. Each of Grantor and Payer acknowledges and agrees that the Existing Patent Security Agreement is amended, restated, and superseded in its entirety pursuant to the terms hereof, and the parties hereto agree that this Patent Security Agreement shall not constitute a novation of the obligations or any security interest granted under the Existing Patent Security Agreement.

[SIGNATURE PAGES FOLLOW]

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

UROGEN PHARMA LTD.

By: Jason Smith  
Name: Jason Smith  
Title: Secretary

ACCEPTED AND AGREED  
as of the date first above written:

RTW INVESTMENTS ICAV FOR AND ON  
BEHALF OF RTW FUND 2

\_\_\_\_\_  
Name:  
Title:

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

UROGEN PHARMA LTD.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

RTW INVESTMENTS ICAV FOR AND ON  
BEHALF OF RTW FUND 2



\_\_\_\_\_  
Name: Dermot Hanley  
Title: Director

[Signature Page to Amended and Resiated Patent Security Agreement]

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

<u>Country</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Status</u>
<i>Pharmaceutical composition with and without active pharmaceutical ingredients</i>				
United States	Jul. 19, 2012	13/553,198	US 9,040,074	Granted
United States	May 22, 2015	14/720,676	US 10,039,832	Granted
United States	Dec. 1, 2016	15/366,256	US 9,950,069	Granted
United States	Jan. 11, 2020	16/518,511	US 2020/0114008	Application
United States	Dec. 31, 2021	17/566,882	--	Application
<i>Treating cancer with gel that solidifies in-vivo</i>				
United States	Apr. 10, 2015	14/683,901	US 9,844,028	Granted
United States	Dec. 23, 2012	13/726,162	US 9,011,411	Granted
United States	Sept. 16, 2004	10/941,942	US 8,361,490	Granted
<i>Process of gel manufacture</i>				
United States	Feb. 8, 2017	15/427,341	--	Application
<i>Method of treating a solid urinary-tract cancer</i>				
United States	Jan. 19, 2016	14/600,354	US 9,801,854	Granted

*Composition of nitomyacin C with thermo-reversible gel*

United States	Dec. 11, 2020	63/124,111	--	Application	
United States	Dec. 9, 2021	17/546,204	--	Application	