

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7552179

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SPECTRUM PHARMACEUTICALS, INC.	09/21/2022
ALLOS THERAPEUTICS, INC.	09/21/2022
TALON THERAPEUTICS, INC.	09/21/2022

RECEIVING PARTY DATA

Name:	SLR INVESTMENT CORP., AS COLLATERAL AGENT
Street Address:	500 PARK AVENUE, 3RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 26

Property Type	Number
Patent Number:	11267858
Application Number:	16996635
Application Number:	17586872
Application Number:	17781639
Application Number:	17374302
Application Number:	16757072
Application Number:	17250259
Application Number:	17250258
Application Number:	17275290
Application Number:	17275382
Application Number:	17637304
Application Number:	16257684
Patent Number:	8217010
Patent Number:	8703709
Patent Number:	8394757
Patent Number:	8957014
Patent Number:	8026216
Patent Number:	8349802

PATENT

Property Type	Number
Patent Number:	8642026
Patent Number:	8030278
Patent Number:	8440620
Patent Number:	8729023
Patent Number:	9308235
Patent Number:	10022421
Application Number:	17278397
Patent Number:	8815953

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1789918 PAT
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	09/22/2022

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of September 21, 2022 is made by SPECTRUM PHARMACEUTICALS, INC., a Delaware corporation (the “Spectrum”), ALLOS THERAPEUTICS, INC., Delaware corporation (“Allos”) and TALON THERAPEUTICS, INC., Delaware corporation (“Talon”, and, together with Spectrum and Allos, collectively, the “Grantors” and each individually a “Grantor”), in favor of SLR INVESTMENT CORP., a Maryland corporation (“Agent”), in its capacity as collateral agent for the Lenders (as defined below).

RECITALS

A. The Grantors have entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of such 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, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto and acceptance thereof by the United States Patent and Trademark Office, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of or void such intent-to-use trademark application or any registration that may issue therefrom under applicable federal law.

2. Recordation/Modification. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

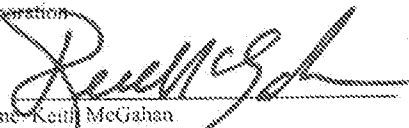
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature Page Follows]

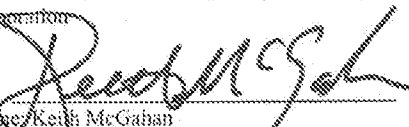
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

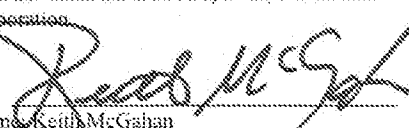
SPECTRUM PHARMACEUTICALS, INC., a Delaware corporation

By: 
Name: Keith McGahan
Title: Executive Vice President, Chief Legal Officer,
and Corporate Secretary

ALLOS THERAPEUTICS, INC., a Delaware corporation

By: 
Name: Keith McGahan
Title: President, Chief Financial Officer and Secretary

TALON THERAPEUTICS, INC., a Delaware corporation

By: 
Name: Keith McGahan
Title: President, Chief Financial Officer and Secretary

[Signature Page to Intellectual Property Security Agreement]

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.

AGENT:

SLR INVESTMENT CORP., a Maryland corporation

By: 

Name: Anthony Sistrino

Title: Authorized Signatory

{Signature Page to Intellectual Property Security Agreement}

ALLOS THERAPEUTICS, INC.

EXHIBIT A
Copyrights

<u>Country Name</u>	<u>Title</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>Issue Date</u>
United States	Folotyln Package Insert	Registered	2/10/2010	TX0007195509	

SPECTRUM PHARMACEUTICALS, INC.

EXHIBIT B
Patents

Title	Case Number	Country	Status	Application Number	Filing Date	Patent Number	Issue Date
METHODS OF TREATMENT USING G-CSF PROTEIN COMPLEX	GC005	USA	GRANTED	16/428351	05/31/2019	11267858	03/08/2022
METHODS OF TREATMENT USING G-CSF PROTEIN COMPLEX	GC005	USA	PENDING	16/996635	08/18/2020		
METHODS OF TREATMENT USING G-CSF PROTEIN COMPLEX	GC005 A	USA	PENDING				
METHODS OF TREATMENT USING G-CSF PROTEIN COMPLEX	GC005 A	USA	GRANTED	16/428351	05/31/2019	11267858	03/08/2022
METHODS OF TREATMENT USING G-CSF PROTEIN COMPLEX	GC005 A	USA	PENDING	17/586872	01/28/2022		
METHODS OF TREATMENT USING G-CSF PROTEIN COMPLEX	GC005 B	USA	PENDING	16/996635	08/18/2020		
METHODS OF SAME DAY DOSING OF G-CSF PROTEIN COMPLEX IN TREATMENT OF CHEMOTHERAPY INDUCED MYELOSUPPRESSION	GC006	USA	PENDING	17/781639	06/01/2022		
METHODS OF TREATING CHEMOTHERAPY INDUCED NEUTROPENIA USING FIXED DOSES OF G-CSF PROTEIN COMPLEX	GC008	USA	PENDING	17/374302	07/13/2021		
INHIBITORS OF MUTANT FAMILY TYROSINE-KINASES	PZ006	USA	PENDING	16/757072	04/17/2020		
POZOTINIB COMBINATIONS WITH AN ANTI-HER1, HER2 OR HER4 ANTIBODY AND METHODS OF USE THEREOF	PZ008	USA	PENDING	17/250259	12/22/2020		
COMBINATION OF POZOTINIB WITH CYTOTOXIC AGENT AND/OR OTHER MOLECULARLY TARGETED AGENT AND USE THEREOF	PZ009	USA	PENDING	17/250258	12/22/2020		
KITS AND METHODS FOR TREATING CANCERS	PZ010	USA	PENDING	17/275290	03/11/2021		
KITS AND METHODS FOR TREATING CANCERS	PZ010	USA	PENDING	17/275382	03/11/2021		
POZOTINIB COMBINATION WITH VEGFR2 INHIBITORS AND METHODS OF USE THEREOF	PZ013	USA	PENDING	17/637304	02/22/2022		

Title	Case Number	Country	Status	Application Number	Filing Date	Patent Number	Issue Date
TREATMENT OF NON-SMALL CELL LUNG CANCER WITH POZIOTINIB	P2202	USA	PENDING				
COMPOSITIONS COMPRISING DISODIUM LEVOPHOLINATE	SL001	USA	PENDING	16/257684	01/25/2019		
METHODS, COMPOSITIONS AND ARTICLES OF MANUFACTURE FOR CONTRIBUTING TO THE TREATMENT OF SOLID TUMORS	SR001	USA	GRANTED	11/360236	02/22/2006	8217010	07/10/2012
METHODS, COMPOSITIONS AND ARTICLES OF MANUFACTURE FOR CONTRIBUTING TO THE TREATMENT OF SOLID TUMORS	SR001	USA	GRANTED	13/491408	06/07/2012	8703709	04/22/2014
SENSITIZATION OF TUMOR CELLS TO RADIATION THERAPY THROUGH THE ADMINISTRATION OF ENDOTHELIN AGONISTS	SR006	USA	GRANTED	11/845648	08/27/2007	8394757	03/12/2013
SENSITIZATION OF TUMOR CELLS TO RADIATION THERAPY THROUGH THE ADMINISTRATION OF ENDOTHELIN AGONISTS	SR006	USA	GRANTED	13/761043	02/06/2013	8957014	02/17/2015
METHOD AND COMPOSITIONS FOR CONTRIBUTING TO THE TREATMENT OF CANCERS	SR007	USA	GRANTED	12/101008	04/10/2008	8026216	09/27/2011
METHOD AND COMPOSITIONS FOR CONTRIBUTING TO THE TREATMENT OF CANCERS	SR007	USA	GRANTED	13/220373	08/29/2011	8349802	01/08/2013
METHOD AND COMPOSITIONS FOR CONTRIBUTING TO THE TREATMENT OF CANCERS	SR007	USA	GRANTED	13/707807	12/07/2012	8642026	02/04/2014
METHODS, COMPOSITIONS AND ARTICLES OF MANUFACTURE FOR CONTRIBUTING TO THE TREATMENT OF CANCERS	SR008	USA	GRANTED	12/390376	02/20/2009	8030278	10/04/2011
METHODS, COMPOSITIONS AND ARTICLES OF MANUFACTURE FOR CONTRIBUTING TO THE TREATMENT OF CANCERS	SR008	USA	GRANTED	13/220358	08/29/2011	8440620	05/14/2013
METHODS, COMPOSITIONS AND ARTICLES OF MANUFACTURE FOR CONTRIBUTING TO THE TREATMENT OF CANCERS	SR008	USA	GRANTED	13/711519	12/11/2012	8729023	05/20/2014
TREATMENT OF PRIMARY AND METASTATIC CARCINOMA	SR009	USA	GRANTED	13/890938	05/09/2013	9308235	04/12/2016

Title	Case Number	Country	Status	Application Number	Filing Date	Patent Number	Issue Date
TREATMENT OF PRIMARY AND METASTATIC CARCINOMA	SR009	USA	GRANTED	15/061821	03/04/2016	10022421	07/17/2018
QUINAZOLINE EGFR INHIBITORS	SS001	USA	PENDING	17/278397	03/22/2021		

TALON THERAPEUTICS, INC.

Title	Case Number	Country	Status	Application Number	Filing Date	Patent Number	Issue Date
FORMULATIONS OF VITAMIN K ANALOGS FOR TOPICAL USE		USA	GRANTED	12381467	03/12/2014	8815953	08/26/2014

EXHIBIT C
Trademarks

SPECTRUM PHARMACEUTICALS, INC.

Country	Mark	Classes / Goods / Services	Application #	Filing Date	Registration #	Registration Date	Status
USA	ACCESS4ME	<p>Class 35 - Referral services in the field of treatment for cancer, chemotherapy and pharmaceutical products in the nature of medical referrals; business administration of prescription drug co-payment programs; business administration of patient reimbursement programs; referral services in the field of co-pay assistance programs in the nature of providing insurance agent referrals; providing an online commercial information directory in the field of patient support featuring information regarding healthcare providers, sites at which subcutaneous injections could be administered and retail pharmacies or specialty pharmacies where patients could obtain pharmaceutical preparations</p> <p>Class 36 - Providing healthcare administration, namely, providing insurance verification and prior authorization services for others</p> <p>Class 41 - Educational services, namely, development and dissemination of printed educational materials of others in the fields of pharmaceutical products and treatment of medical disorders; conducting classes, seminars, conferences, and workshops in the field of the use of prescription pharmaceutical products for medical disorders, in the field of cancer, patient care, educational and entertainment services, namely, providing a motivational and educational speaker featuring information regarding medical disorders; training services in the field of patient support services relating to treatment of medical disorders; providing on line electronic newsletters delivered by email, and blogs in the medical, pharmaceutical and health fields</p>	97/399,084	5/6/2022			PENDING

		Class 44 - Patient support services relating to the treatment of medical disorders, namely, providing online information in the field of pharmaceutical preparations for treatment of various diseases and providing medical consultancy and advisory services via a global computer network; providing health and medical information about medical disorders; information services, namely, providing medical information to cancer patients; providing patient support services relating to cancer and cancer treatment in the nature of an Internet based database of patient medical information where patients can inquire about medical issues and procedures from other patients and can relay information about their medical experiences for support and community; providing a website featuring information in the medical and health fields; providing a website featuring information in the field of the prophylactic and therapeutic properties of pharmaceuticals; providing information in the medical field and information in the field of the prophylactic and therapeutic properties of pharmaceuticals; providing health information; providing patients with information in the medical field; providing health information, namely, providing data on the genetics and genetic sequencing of cancer tumors and cells				
USA	EXIANT	Class 05 - Pharmaceutical preparations for use in oncology; pharmaceutical preparations for the treatment or prevention of dermatological, cardiovascular, hematological, bone, respiratory, central nervous system, endocrinological, circulatory, gastroenterological, stomach, digestive, hormonal, diabetic, muscular, rheumatic, immune system, ocular and metabolic diseases and disorders for use in oncology; pharmaceutical mineral supplements and preparations for use in oncology; none of the foregoing for diagnostic use Class 09 - Downloadable software for the facilitation of communication, namely, allowing patients and healthcare professionals to access and share information in the medical, pharmaceutical and health fields; downloadable software in the nature of a mobile application for facilitation of	88/381,334	4/11/2019		ALLOWED

USA	OZVONTI	Class 05 - Pharmaceuticals for the treatment of cancer; pharmaceuticals for oncological treatment	97/060,091	10/5/2021				PUBLISHED
USA	POZENVEO	Class 05 - Pharmaceuticals for the treatment of cancer; pharmaceuticals for oncological treatment	97/060,082	10/5/2021				PUBLISHED

USA	QAPZOLA	Class 05 - pharmaceutical preparations for the prevention and treatment of cancer and related symptoms.	87/104,613	7/14/2016	5,302,813	10/3/2017	REGISTERED
USA	ROLVEDON	Class 05 - Pharmaceutical preparations for the treatment and prevention of cancer and related symptoms; Pharmaceutical preparations for the treatment of neutropenia	97/211,650	1/10/2022			PUBLISHED
USA	SPECTRUM PHARMACEUTICALS, INC.	Class 05 - Pharmaceutical preparations, namely those for the treatment, prevention, and diagnosis of bacterial infections; fungal infections and inflammatory, nephrological, neurological, oncological, and urological conditions and diseases.	78/814,836	2/14/2006	3,414,581	4/22/2008	REGISTERED

ALLOS THERAPEUTICS, INC.

Country	Mark	Classes/ Goods/ Services	Application #	File Date	Registration #	Registration Date	Status
USA	Allos	Class 05 - Pharmaceutical preparations for the treatment of cancer.			3139218	9/5/2006	REGISTERED

None.

EXHIBIT D
Mask Works

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