

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7499590

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PLUS THERAPEUTICS, INC. (F/K/A CYTORI THERAPEUTICS, INC.)	08/19/2022
RECEIVING PARTY DATA		
Name:	OXFORD FINANCE LLC	
Street Address:	115 SOUTH UNION STREET	
Internal Address:	SUITE 300	
City:	ALEXANDRIA	
State/Country:	VIRGINIA	
Postal Code:	22314	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Application Number:	17746853	
Application Number:	63302953	
Application Number:	63333050	
Application Number:	63343034	
Patent Number:	7179484	
Application Number:	16637468	
Patent Number:	7718160	
Application Number:	17611929	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	StokesB@gtlaw.com	
Correspondent Name:	BETHANY A. STOKES	
Address Line 1:	GREENBERG TRAURIG, LLP	
Address Line 2:	ONE INTERNATIONAL PLACE, SUITE 2000	
Address Line 4:	BOSTON, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	138179-010600	
NAME OF SUBMITTER:	BETHANY A. STOKES	

PATENT

SIGNATURE:	/Bethany A. Stokes/
DATE SIGNED:	08/23/2022
Total Attachments: 8 source=Oxford (Plus Therapeutics) - First Amendment to IP Security Agreement#page1.tif source=Oxford (Plus Therapeutics) - First Amendment to IP Security Agreement#page2.tif source=Oxford (Plus Therapeutics) - First Amendment to IP Security Agreement#page3.tif source=Oxford (Plus Therapeutics) - First Amendment to IP Security Agreement#page4.tif source=Oxford (Plus Therapeutics) - First Amendment to IP Security Agreement#page5.tif source=Oxford (Plus Therapeutics) - First Amendment to IP Security Agreement#page6.tif source=Oxford (Plus Therapeutics) - First Amendment to IP Security Agreement#page7.tif source=Oxford (Plus Therapeutics) - First Amendment to IP Security Agreement#page8.tif	

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to the Intellectual Property Security Agreement (“**First Amendment**”) is entered into as of August 19, 2022 (“**First Amendment Date**”) by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, VA 22314 (“**Oxford**”) as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders described in that certain Loan and Security Agreement, dated as of May 29, 2015 (as amended, modified or supplemented from time to time, the “**Loan Agreement**”) from time to time, including Oxford in its capacity as a Lender (each a “**Lender**” and collectively, the “**Lenders**”), and PLUS THERAPEUTICS, INC., a Delaware corporation (formerly known as CYTORI THERAPEUTICS, INC.), with offices located at 4200 Marathon Blvd., Suite 200, Austin, Texas 78756 (individually and collectively, jointly and severally, “**Grantor**”). Collateral Agent, Grantor are sometimes referred to herein collectively as the “**Parties**,” and individually as a “**Party**.”

WHEREAS, the Parties and the Lenders have entered into the Loan Agreement pursuant to which Lenders have provided to Grantor certain loans in accordance with the terms thereof;

WHEREAS, in connection with the Loan Agreement, on September 20, 2017, the Parties entered into that certain Intellectual Property Security Agreement (“**IPSA**”) pursuant to which Grantor granted to Collateral Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral (as defined therein);

WHEREAS, the IPSA was recorded with the Patent Division of the United States Patent and Trademark Office on September 22, 2017, at Reel/Frame 043952/0150, to evidence the security interest granted under the IPSA;

WHEREAS, the IPSA was recorded with the Trademark Division of the United States Patent and Trademark Office on September 21, 2017, at Reel/Frame 006158/0740, to evidence the security interest granted under the IPSA;

WHEREAS, the Parties agreed to release Collateral Agent’s security interest in certain Intellectual Property Collateral and entered into that certain Release of Security Interest in Intellectual Property on April 23, 2019 (the “**Release**”);

WHEREAS, the Release was recorded with the Patent Division of the United States Patent and Trademark Office on April 25, 2019, at Reel/Frame 049011/0347, to evidence the Release;

WHEREAS, the Release was recorded with the Trademark Division of the United States Patent and Trademark Office on April 25, 2019, at Reel/Frame 006629/0446, to evidence the Release; and

WHEREAS, the Parties desire to amend certain provisions of the IPSA as provided herein and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

2. The text “CYTORI THERAPEUTICS, INC.” in all instances shall be replaced by “PLUS THERAPEUTICS, INC.”

3. Schedule I of the IPSA is hereby amended and restated in its entirety as set forth in Schedule I attached hereto.

4. To induce Collateral Agent and Lenders to enter into this First Amendment, Grantor hereby represents and warrants to Collateral Agent and Lenders as follows that set forth on Schedule I is a complete and current list of Grantor's Intellectual Property on the date hereof.

5. Except as expressly set forth herein, the IPSA shall continue in full force and effect without alteration or amendment. This First Amendment is, and shall be considered for all purposes, a Loan Document and this First Amendment together with the other Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements.

6. This First Amendment shall be deemed effective as of the First Amendment Date upon (a) the due execution and delivery to Collateral Agent of this First Amendment by each party hereto; and (b) Grantor's payment of all Lenders' Expenses incurred through the date hereof, which may be debited from any of Grantor's accounts.

7. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

8. This First Amendment and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California.

[Remainder of page left intentionally blank]

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

GRANTOR:

Address of Grantor:
4200 Marathon Blvd.
Suite 200
Austin, TX 78756
Attn: Andrew Sims, Chief Financial Officer

PLUS THERAPEUTICS, INC.

DocuSigned by:
By Andrew Sims
Name: Andrew Sims
Title: Chief Financial Officer

COLLATERAL AGENT:

Address of Collateral Agent:

115 South Union Street
Suite 300
Alexandria, VA 22314
Attn: Legal Department

OXFORD FINANCE LLC

By _____
Name: _____
Title: _____

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

GRANTOR:

Address of Grantor:
4200 Marathon Blvd.
Suite 200
Austin, TX 78756
Attn: Andrew Sims, Chief Financial Officer

PLUS THERAPEUTICS, INC.

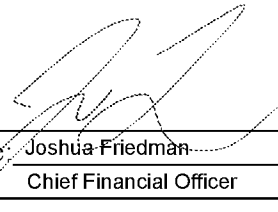
By _____
Name: Andrew Sims
Title: Chief Financial Officer

COLLATERAL AGENT:

Address of Collateral Agent:

115 South Union Street
Suite 300
Alexandria, VA 22314
Attn: Legal Department

OXFORD FINANCE LLC

By  _____
Name: Joshua Friedman
Title: Chief Financial Officer

Schedule I

INTELLECTUAL PROPERTY

Patents

Title	Patent Application Number	Filing Date (Priority Date)	Publ. No./Publ. Date	Issue Date	Status	Interest
Radiolabeled Liposomes and Methods of Use Thereof	63/115,519	Nov. 18, 2020			Expired	Jointly Owned
Radiolabeled Liposomes and Methods of Use Thereof	PCT/US21/059969	Nov. 18, 2021 (Nov. 18, 2020)	May 27, 2022		Pending	Jointly Owned
Radiolabeled Liposomes and Methods of Use Thereof	17/746,853	May 17, 2022			Pending	Jointly Owned
Radiolabeled Liposomes and Methods for Treating Leptomeningeal Metastases	63/302,953	Jan. 25, 2022			Pending	Jointly Owned
Radiolabeled Liposomes and Methods for Treating Leptomeningeal Metastases	63/333,050	Apr. 20, 2022			Pending	Jointly Owned
Radiolabeled Liposomes and Methods of Use Thereof	63/343,034	May 17, 2022			Pending	Jointly Owned
Protein-Stabilized Liposomal Formulations of Pharmaceutical Agents	10/703,187	Nov. 6, 2003	20040247660/ Dec. 9, 2004	Feb. 20, 2007	Issued 7179484	Solely Owned
Protein-Stabilized Liposomal Formulations of Pharmaceutical Agents	11/619,526	Jan. 3, 2007	20070166368/ July 19, 2007		Abn (Jan. 30, 2012)	Solely Owned
Protein-Stabilized Liposomal Formulations of Pharmaceutical Agents	13/208,630	Aug. 12, 2011			Abn	Solely Owned
Protein-Stabilized Liposomal Formulations of Pharmaceutical Agents	EP1585504	Nov. 6, 2003	EP1585504/ Oct. 19, 2005		Withdrawn (May 6, 2021)	Solely Owned
Protein-Stabilized Liposomal Formulations of	CA2505520	Nov. 6, 2003	CA2505520/ May 27, 2004	July 7, 2012	Issued CA2505520	Solely Owned

Title	Patent Application Number	Filing Date (Priority Date)	Publ. No./Publ. Date	Issue Date	Status	Interest
Pharmaceutical Agents						
Protein-Stabilized Liposomal Formulations of Pharmaceutical Agents	JP2006508126	Nov. 6, 2003	JP2006508126/ Mar. 9, 2006		Refused	Solely Owned
Protein-Stabilized Liposomal Formulations of Pharmaceutical Agents	AU2003287526	Nov. 6, 2003	AU2003287526 /Apr. 1, 2004		Lapsed	Solely Owned
Protein-Stabilized Liposomal Formulations of Pharmaceutical Agents	PCT/US03/035297	Nov. 6, 2003	WO/2004/43363		Expired	Solely Owned
Protein-Stabilized Liposomal Formulations of Pharmaceutical Agents	60/424,230	Nov. 6, 2002			Expired	Solely Owned
Liposomal Taxanes for the Treatment of SCLC	16/637,468	Feb. 7, 2020	20200390702/ Dec. 17, 2020		Pending	Solely Owned
Liposomal Taxanes for the Treatment of SCLC	EP3664809	Feb. 7, 2020	3664809/ June 17, 2020		Pending	Solely Owned
Liposomal Taxanes for the Treatment of SCLC	PCT/US2018/045339	Feb. 7, 2020	WO2019032437/ Feb. 14, 2019		Expired	Solely Owned
Liposomal Taxanes for the Treatment of SCLC	62/542,993	Aug. 9, 2017			Expired	Solely Owned

Title	Patent Application Number	Filing Date (Priority Date)	Publ. No. (Publ. Date)	Issue Date	Status	Interest
Radiolabeled Compounds and Liposomes and Their Methods of Making and Using Same	10/518,872	June 17, 2005 (July 2, 2002)	2005/0222396 (Oct. 6, 2005)	May 18, 2010	Issued 7718160	Exclusive Licensee
Radiolabeled Compounds and Liposomes and Their Methods of Making and Using Same	CA2490959	May 22, 2003 (July 2, 2002)	CA249059C (Apr. 16, 2013)	April 16, 2013	Issued CA2490959	Exclusive Licensee
Radiolabeled Compounds and Liposomes and Their Methods of Making and Using Same	EP03731347.5	May 22, 2003 (July 2, 2002)	EP1535843 (June 8, 2005)	Dec. 22, 2010	Issued EP1536843	Exclusive Licensee

Title	Patent Application Number	Filing Date (Priority Date)	Publ. No. (Publ. Date)	Issue Date	Status	Interest
Radiolabeled Compounds and Liposomes and Their Methods of Making and Using Same	AU2003241598	May 22, 2003 (July 2, 2002)	AU2003241598 (Jan. 23, 2004)	Nov. 5, 2009	Issued AU 2003241598	Exclusive Licensee
Radiolabeled Compounds and Liposomes and Their Methods of Making and Using Same	AU2009233821	Nov. 10, 2009 (July 2, 2002)	AU2009233821 (Nov. 26, 2009)		Lapsed	Exclusive Licensee
Radiolabeled Compounds and Liposomes and Their Methods of Making and Using Same	PCT/US03/16363	(July 2, 2002)	WO2004004635 (Jan. 15, 2004)		Expired	Exclusive Licensee
Radiolabeled Compounds and Liposomes and Their Methods of Making and Using Same	60/393619	(July 2, 2002)			Expired	Exclusive Licensee
Radiotherapeutic Microspheres	62/851,915	May 23, 2019			Expired	Exclusive Licensee
Radiotherapeutic Microspheres	PCTUS202033983	May 21, 2020 (May 23, 2019)	WO/2020/237042/ Nov. 26, 2020		Expired	Exclusive Licensee
Radiotherapeutic Microspheres	17/611,929	Nov. 17, 2021			Pending	Exclusive Licensee
Radiotherapeutic Microspheres	IL288275	Nov. 21, 2021	IL288275		Pending	Exclusive Licensee
Radiotherapeutic Microspheres	CN202080037924	May 21, 2020	113939280		Pending	Exclusive Licensee
Radiotherapeutic Microspheres	SA521430917	Nov. 22, 2021	SA521430917		Pending	Exclusive Licensee
Radiotherapeutic Microspheres	KR102021704215	Dec. 22, 2021	KR102021704215		Pending	Exclusive Licensee
Radiotherapeutic Microspheres	EP2020809701	Dec. 23, 2021	EP2020809701		Pending	Exclusive Licensee
Radiotherapeutic Microspheres	AU2020280044	May 21, 2020	AU2020280044/ Nov. 26, 2020		Pending	Exclusive Licensee
Radiotherapeutic Microspheres	MYPI2021006914	May 21, 2020	PI2021006914/ Nov. 23, 2020		Pending	Exclusive Licensee
Radiotherapeutic Microspheres	SG11202112919	May 21, 2020	SG11202112919/ Dec. 30, 2021		Pending	Exclusive Licensee
Radiotherapeutic Microspheres	BR112021023449	May 21, 2020	BR112021023449 /Jan. 18, 2022		Pending	Exclusive Licensee
Radiotherapeutic Microspheres	NZ782354	May 21, 2020	NZ782354/ Nov. 26, 2021		Pending	Exclusive Licensee
Radiotherapeutic Microspheres	CA3140856	May 21, 2020	CA3140856/ Nov. 26, 2020		Pending	Exclusive Licensee
Loading Alginate Microspheres	63/157,546	March 5, 2021			Expired	Exclusive Licensee
Loading Alginate Microspheres	PCTUS2022018992	March 4, 2022 (March 5, 2021)			Pending	Exclusive Licensee

Trademarks

Mark	Country	Application No.	Filing Date	Status
PLUS THERAPEUTICS (design plus words)	US	88470755	June 12, 2019	Pending
PLUS THERAPEUTICS (standard character)	US	88470736	June 12, 2019	Pending
PLUS THERAPEUTICS (design plus words)	ID	M0020201525871	Dec. 11, 2019	Registered
PLUS THERAPEUTICS (standard character)	ID	M0020201524663	Dec. 11, 2019	Registered
PLUS THERAPEUTICS (design plus words)	AU	2081900	Dec. 11, 2019	Registered
PLUS THERAPEUTICS (standard character)	AU	2080576	Dec. 11, 2019	Registered
PLUS THERAPEUTICS (design plus words)	CA	2022735	Dec. 11, 2019	Pending
PLUS THERAPEUTICS (standard character)	CA	2021586	Dec. 11, 2019	Pending
PLUS THERAPEUTICS (design plus words)	WO	1525871	Dec. 11, 2019	Active
PLUS THERAPEUTICS (standard character)	WO	1524662	Dec. 11, 2019	Active
RESPECT (design plus words)	US	90054967	July 15, 2020	Pending
RESPECT (standard character)	US	90054951	July 15, 2020	Pending
RESPECT (design plus words)	AU	2156701	Jan. 13, 2021	Inactive
RESPECT (standard character)	AU	2162145	Jan. 13, 2021	Inactive
RESPECT (design plus words)	CA	2085644	Jan. 13, 2021	Pending
RESPECT (standard character)	CA	2090977	Jan. 13, 2021	Pending
RESPECT (design plus words)	WO	1576154	Jan. 13, 2021	Active
RESPECT (standard character)	WO	1579951	Jan. 13, 2021	Active

PATENT

RECORDED: 08/23/2022

REEL: 061302 FRAME: 0344