

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7620640

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TACONIC BIOSCIENCES, INC.	11/01/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MIDCAP FINANCIAL TRUST
<b>Street Address:</b>	7255 WOODMONT AVENUE, SUITE 300
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7759541
<b>Patent Number:</b>	8212105
<b>Patent Number:</b>	8624079
<b>Patent Number:</b>	8809619
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)526-9899
<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>	617.526.9684
<b>Email:</b>	ypan@proskauer.com
<b>Correspondent Name:</b>	YEE-CHUNG CHEN
<b>Address Line 1:</b>	PROSKAUER ROSE LLP
<b>Address Line 2:</b>	ONE INTERNATIONAL PLACE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110-2600
<b>ATTORNEY DOCKET NUMBER:</b>	11964-505
<b>NAME OF SUBMITTER:</b>	YEE-CHUNG CHEN
<b>SIGNATURE:</b>	/Yee-Chung Chen/
<b>DATE SIGNED:</b>	11/01/2022
<b>Total Attachments: 4</b>	
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**PATENT**

**REEL: 061608 FRAME: 0404**

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of November 1, 2022 (this “Agreement”), by Taconic Biosciences, Inc., a New York Corporation (the “Grantor”), in favor of Midcap Financial Trust, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

### WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of November 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Patents of the Grantor, including without limitation, those Patents listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.


SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Agreement.

SECTION 5. Counterparts. This 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 Agreement by signing and delivering one or more counterparts.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**TACONIC BIOSCIENCES, INC.,**  
as Grantor

By:  \_\_\_\_\_  
Name: Christopher Peri  
Title: Chief Financial Officer


[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 061608 FRAME: 0406**

**MIDCAP FINANCIAL TRUST,**  
as Administrative Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

Schedule I

Patent Registrations and Applications<sup>1</sup>

Transgenic Animals For Assessing Drug Metabolism and Toxicity

**US 7,759,541**; Filing Date: June 4, 2007

Taconic Biosciences, Inc.

Status: next maintenance fee due between 20-January-2022 through 20-July-2022; patent will be allowed to lapse through non-payment of maintenance fee

Transgenic Mice For Assessing Drug Metabolism and Toxicity

**US 8,212,105**; Filing Date: May 26, 2010

Taconic Biosciences, Inc.

Status: next renewal due 03-July-2023, patent will be allowed to lapse

Knockin Mouse with a Disruption in PXR Gene Expression Human PXR

**US 8,624,079**; Filing Date: June 4, 2008

Taconic Biosciences, Inc.

Status: next renewal on or before due 07-January-2022; patent will be allowed to lapse

Knockout Mice for a P450 Gene Cluster

**US 8,809,619**; Filing Date: Oct. 17, 2008

Taconic Biosciences, Inc.

Status: next renewal due 19-February 2022; patent will be allowed to lapse

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<sup>1</sup> Patents were assigned to Taconic Biosciences, Inc. from ITI Scotland Limited.