

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7724356

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AOP HEALTH INTERNATIONAL MANAGEMENT	12/23/2022
RECEIVING PARTY DATA	
Name:	SHIELD TX (UK) LIMITED
Street Address:	NORTHERN DESIGN CENTRE
Internal Address:	BALTIC BUSINESS QUARTER
City:	GATESHEAD, TYNE AND WEAR
State/Country:	UNITED KINGDOM
Postal Code:	NE8 3DF
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	7459569
Patent Number:	9248148
Patent Number:	9096629
Patent Number:	10179120
Patent Number:	9802973
Patent Number:	10786514
Patent Number:	11267836
Patent Number:	11155529
Patent Number:	10508094
Patent Number:	11406664
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>	
Phone:	3124746300
Email:	docket@marshallip.com
Correspondent Name:	MARSHALL, GERSTEIN & BORUN LLP
Address Line 1:	233 SOUTH WACKER DRIVE
Address Line 2:	SUITE 6300
Address Line 4:	CHICAGO, ILLINOIS 60606

PATENT

ATTORNEY DOCKET NUMBER:	32198/10009
NAME OF SUBMITTER:	NICK FAIRMAN
SIGNATURE:	/Nick Fairman/
DATE SIGNED:	01/04/2023

Total Attachments: 9

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of December 23, 2022 (effective date) by and between AOP HEALTH INTERNATIONAL MANAGEMENT AG, a company limited by shares (*Aktiengesellschaft*) incorporated in Liechtenstein (commercial register number (FL-0002.512.656-2) under the laws of the Principality of Liechtenstein, with registered address at Städtle 28, 9490 Vaduz, Liechtenstein) (“Lender”) and SHIELD TX (UK) LIMITED, a company incorporated in England (company number 06702064) with registered address at Northern Design Centre, Baltic Business Quarter, Gateshead, Tyne and Wear, NE8 3DF, the United Kingdom (the “Grantor”), and amends and restates in its entirety that Intellectual Property Security Agreement, dated as of August 1, 2022, by and between Lender and Grantor. For the avoidance of doubt, it is acknowledged and agreed that this Agreement shall be a Finance Document (as defined in the Loan Agreement).

RECITALS

WHEREAS, Shield Therapeutics PLC, a public limited company incorporated in England (company number 09761509) (“Parent”) is party to that certain Loan Agreement, dated as of August 1, 2022 and amended by that certain Amendment Letter (Amendment No. 1 to Loan Agreement), dated as of December 12, 2022 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), with Lender. Capitalized terms used herein are used as defined in the Loan Agreement.

WHEREAS, Lender has agreed to make certain advances of money and to extend certain financial accommodations to Parent (the “Loans”) in the amounts and manner set forth in the Loan Agreement. Lender is willing to make the Loans to Parent, but only upon the conditions, among others, that Grantor shall enter into this Agreement.

WHEREAS, Grantor is a subsidiary of Parent and Grantor expects to derive substantial direct and indirect benefits from the transactions contemplated by the Loan Agreement.

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 Parent’s obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Parent’s obligations under the Loan Agreement, Grantor grants to Lender a security interest with power of sale to the extent permitted by law in all of Grantor’s right, title and interest in, all intellectual property associated with Accrufer® (collectively, the “Intellectual Property Collateral”), including, without limitation, the following property associated with Accrufer®:

(a) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the “Patents”);

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

(c) Any license, sublicense or related agreement with respect thereto (including any intercompany license or sublicense agreement), in each case, entered into in connection with any of the Patents or Trademarks, as amended, restated, amended and restated, supplemented or otherwise modified from time to time;

(d) 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;

(e) All amendments, extensions, renewals and extensions of any of the Trademarks or Patents; and

(f) All proceeds and products of the foregoing, including without limitation all receivables and rights to payments under any licenses or sublicenses with respect to any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any intent-to-use trademarks or applications therefor, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

2. Recordation. Grantor authorizes Lender to file this Agreement with the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Lender in its sole discretion. Grantor further authorizes Lender to file one or more notice and/or financing statements describing the Intellectual Property Collateral or other statutory liens held by Lender or make other filings to perfect the security interest granted herein.

3. Authorization. If the Patents and Trademarks in Exhibits A and B change, then Grantor shall within 60 calendar days provide Lender with a replacement Exhibit A and/or B as applicable, which upon written acceptance by Lender (it being understood and agreed that written acceptance via e-mail shall be sufficient) shall become part of this Agreement. Grantor hereby authorizes Lender 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) record and register a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral, including without limitation against such new Intellectual Property Collateral.

4. Representations and Warranties. Grantor represents and warrants to Lender, with the intention that Lender may rely upon the same, that: (a) the intellectual property items set forth on Exhibits A and B ("Registered IP") constitute all of the US registered intellectual property associated with Accrufer® and owned by Grantor or any of its affiliate(s); (b) Grantor has absolute title to each Patent and each Trademark listed on Exhibits A and B (in each case, for the avoidance of doubt, other than with respect to applicable licenses and sublicenses); (c) other than as granted hereunder, such Registered IP is free and clear of liens, mortgages, pledges, encumbrances, charges, or other security interests; (d) Grantor has all requisite power and authority to grant the security interests granted hereunder and to execute and deliver this Agreement; and (e) Grantor will at its own expense maintain the Patents and the Trademarks (to the extent it is using the Trademarks in U.S. commerce) including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor.

5. Event of Default and Remedies.

(a) Event of Default. Grantor shall be deemed in default under this Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement).

(b) Remedies. Upon the occurrence and during the continuance of any such Event of Default, Lender may, at its option, take any or all of the following actions: (i) Lender may exercise any or all remedies available under the Loan Agreement; (ii) Lender may exercise and enforce any or all rights and remedies available after default to a secured creditor under the Uniform Commercial Code ("UCC") or other governing law, including but not limited to the right to take possession of any Intellectual Property Collateral, proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which Grantor hereby expressly waives), and the right to sell, lease or otherwise dispose of or use any or all of the Intellectual Property Collateral, in each case, in accordance with the UCC ; (iii) Lender may exercise or enforce any or all other rights or remedies available to Lender by law or agreement against the Intellectual Property Collateral, against Grantor, Parent or against any other person or property; and (iv) Lender may enforce the Intellectual Property Collateral and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Termination of Security Interest. Upon the payment in full of all obligations of Parent under the Loan Agreement or conversion of all obligations of Parent into equity securities of Parent pursuant to the terms of the Loan Agreement, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Grantor. Upon such termination Lender hereby authorizes Grantor to file any documents (including, any UCC termination statements) necessary to effectuate such termination and Lender will execute and deliver to Grantor any additional documents or instruments as Grantor shall reasonably request to evidence such termination.

9. Covenants. Grantor and/or Parent may not grant any licenses with respect to the Intellectual Property Collateral to third parties without Lender's prior written consent (such consent not to be unreasonably withheld or delayed); provided that, notwithstanding the foregoing or anything else in this Agreement to the contrary, consistent with Section 11.2 of the Loan Agreement, Grantor and/or Parent may grant non-exclusive licenses with respect to the Intellectual Property Collateral to third parties in connection with the commercialization of Accrufer® supplied by Grantor or its Affiliates and the Lender shall (at the cost of Parent), promptly do all such acts and execute all such documents as may be necessary in order to ensure that the IP Security does not prevent the Parent or Grantor from granting licenses to third parties in connection with the commercialisation of Accrufer® supplied by Grantor or its Affiliates; provided further that, notwithstanding the foregoing or anything else in this Agreement to the contrary, for the avoidance of doubt, the following shall not be prohibited: (i) that certain Collaborative Sales Agreement, dated December 12, 2022, by and between Shield Therapeutics Inc. and Mylan Specialty L.P. (the "Collaboration Agreement"), and (ii) intracompany license or sublicense agreements entered into by and among Parent and/or any of its subsidiaries (including Grantor) in order to facilitate the Collaboration Agreement, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time in a manner not materially adverse to the Lender. Grantor will ensure that Lender's security interest in the Intellectual Property Collateral will be subject to the terms of any licenses granted to third parties in connection with the commercialization of Accrufer® (whether granted by Grantor or Parent), provided however that (i) neither Parent nor Grantor shall further encumber or grant any licensee any security interest senior to Lender's interests received under this Agreement and/or the Loan Agreement; and (ii) any request of release of assets, if any, from the Intellectual Property Collateral, is subject to AOP's prior written consent. Grantor shall ensure that any license or sublicense of Grantor shall contain only license or sublicense rights with respect to the applicable licensee or sublicensee or otherwise with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed); provided that, it is understood and agreed that licenses or sublicenses to any affiliate(s) of such licensee or sublicensee shall not be restricted.

10. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (except to the extent governed by the Uniform Commercial Code or similar law as in effect in a jurisdiction other than State of New York). In such case, the law of such other jurisdiction shall apply but solely for provisions relating to such attachment, perfection, priority or remedies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

11. Venue and Jurisdiction. Any legal action, suit or proceeding or any other matter arising out of or in connection with this Agreement shall be exclusively brought to the state and federal courts sitting in the City of New York, New York, United States. Each party consents to the jurisdiction and venue of the foregoing courts.

12. Amendments; Notice. No modification of this Agreement shall be valid unless such modification is in writing and signed by the parties hereto. All notices to be given to Grantor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement.

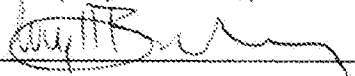
13. Severability; Waiver. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. The failure of a party to enforce a right under this Agreement shall not be construed as a waiver of that right. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom the waiver is charged.

[Signature pages follow]

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

GRANTOR:

SHIELD TX (UK) LIMITED, as Grantor

By: 

Name: LUCI HOUGHTON - CHIEF

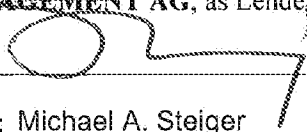
Title: GENERAL COUNSEL & COMPANY SECRETARY
DIRECTOR OF SHIELD TX (UK) LIMITED

Signature Page to Amended and Restated Intellectual Property Security Agreement

PATENT
REEL: 062273 FRAME: 0495

LENDER:

**AOP HEALTH INTERNATIONAL
MANAGEMENT AG, as Lender**

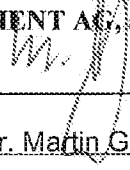
By:  _____

Name: Michael A. Steiger

Title: Board Member

LENDER:

**AOP HEALTH INTERNATIONAL
MANAGEMENT AG, as Lender**

By:  _____

Name: lic.iur. Martin Gstoehl

Title: Board Member

Signature Page to Amended and Restated Intellectual Property Security Agreement

EXHIBIT A

United States Patents

<u>Patent/ Application Number</u>	<u>Status</u>	<u>Grant/ Application Date</u>
7459569	Granted	02-Dec-2008
9248148	Granted	02-Feb-2016
9096629	Granted	04-Aug-2015
10179120	Granted	15-Jan-2019
9802973	Granted	31-Oct-2017
10786514	Granted	29-Sep-2020
11267836	Granted	08-Mar-2022
11155529	Granted	26-Oct-2021
10508094	Granted	17-Dec-2019
11406664	Granted	09-Aug-2022

EXHIBIT B

United States Trademarks

<u>Description</u>	<u>Status</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
ACCRUFER	Registered	5894686	29-Oct-2019
FERACCRU	Registered	5440493	10-Apr-2018

Exhibit B