

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7882904

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TERSERA THERAPEUTICS LLC	04/04/2023
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 W. MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 34	
Property Type	Number
Patent Number:	7268109
Patent Number:	7524812
Patent Number:	7833973
Patent Number:	7977307
Patent Number:	7956030
Patent Number:	8268774
Patent Number:	8513198
Patent Number:	8653033
Patent Number:	8765680
Patent Number:	9707270
Patent Number:	10307463
Patent Number:	10857204
Patent Number:	7723345
Patent Number:	8063057
Patent Number:	8629156
Patent Number:	7855291
Patent Number:	7897763
Patent Number:	8450532
Patent Number:	7553840
Patent Number:	7709493

Property Type	Number
Patent Number:	7968559
Patent Number:	8772482
Patent Number:	8093291
Patent Number:	7875622
Patent Number:	8410121
Patent Number:	8193204
Patent Number:	8653094
Patent Number:	8575362
Patent Number:	7968729
Patent Number:	8772483
Patent Number:	7500964
Application Number:	15967054
Application Number:	16688658
Application Number:	17317120

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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: 3129932622

Email: gayle.grocke@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 330 N. WABASH AVENUE

Address Line 2: SUITE 2800

Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0707

NAME OF SUBMITTER: GAYLE D. GROCKE

SIGNATURE: /gdg/

DATE SIGNED: 04/04/2023

Total Attachments: 7

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FIRST LIEN PATENT SECURITY AGREEMENT

THIS FIRST LIEN PATENT SECURITY AGREEMENT, dated as of April 4, 2023 (this “Patent Security Agreement”), is made by TerSera Therapeutics LLC, a Delaware limited liability company (the “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of April 4, 2023 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among TerSera Therapeutics LLC, a Delaware limited liability company (the “Borrower”), TerSera Intermediate LLC, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement, dated as of April 4, 2023, in favor of the Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition have the meanings given to them (including by reference) in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. 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, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Patent Collateral”):

- (a) all of its Patents in the U.S. and Canada and all IP Licenses providing for the grant by or to such Grantor of any right under any such Patent (but not such Patents themselves), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;
- (c) all rights to sue or recover at law or in equity for any past, present or future infringement, violation or other impairment of any of the foregoing; and

(d) all income, royalties, proceeds, Liabilities and other payments at any time due or payable or asserted under and with respect to any of the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, and subject to any restrictions in an IP License, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

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. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or by Electronic Transaction shall be as effective as delivery of a manually executed counterpart hereof.

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 Laws of the State of New York.

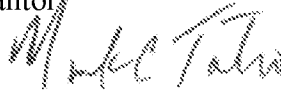
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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TERSERA THERAPEUTICS LLC,

as Grantor



By: _____

Name: Mark Tatro

Title: Chief Financial Officer and Vice
President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 
Name: Rich Davidson
Title: Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 063215 FRAME: 0729

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

U.S. Patent Registrations

1. REGISTERED PATENTS

Title / Name	Application No.	Grant No.
METHODS OF MINIMIZING OR PREVENTING DRUG-DRUG INTERACTIONS	15/967054	Pending
METHOD FOR REDUCING PAIN	10/956252	7268109
PHARMACEUTICAL FORMULATION COMPRISING ZICONOTIDE	11/831696	7524812
PHARMACEUTICAL FORMULATIONS FOR REDUCING PAIN	12/483673	7833973
METHOD FOR REDUCING PAIN WITH ZICONOTIDE AND MORPHINE	12/898516	7977307
METHOD FOR REDUCING PAIN WITH ZICONOTIDE AND BACLOFEN	12/898525	7956030
METHOD FOR REDUCING PAIN	13/176568	8268774
PHARMACEUTICAL FORMULATION FOR REDUCING PAIN	13/616607	8513198
METHOD FOR ADMINISTERING OMEGA-CONOPEPTIDE	13/791715	8653033
METHOD FOR ADMINISTERING OMEGA-CONOPEPTIDE	14/133303	8765680
METHOD FOR ADMINISTERING OMEGA-CONOPEPTIDE	14/788524	9707270
METHOD FOR ADMINISTERING OMEGA-CONOPEPTIDE	15/651655	1030746 3
METHOD FOR ADMINISTERING OMEGA-CONOPEPTIDE	16/402145	1085720 4
MULTICYCLIC AMINO ACID DERIVATIVES AND METHODS OF THEIR USE	11/638677	7723345
MULTICYCLIC AMINO ACID DERIVATIVES AND METHODS OF THEIR USE	12/750278	8063057
TRYPTOPHAN HYDROXYLASE INHIBITORS	13/290261	8629156
PROCESS FOR THE PREPARATION OF SUBSTITUTED PHENYLALANINES	11/647517	7855291
PROCESS FOR THE PREPARATION OF SUBSTITUTED PHENYLALANINES	12/257558	7897763
Compounds useful in the preparation of tryptophan hydroxylase inhibitors	13/024469	8450532
4-PHENYL-6-(2,2,2-TRIFLUORO-1-PHENYLETHOXY)PYRIMIDINE-BASED COMPOUNDS AND METHODS OF THEIR USE	11/954000	7553840
4-PHENYL-6-(2,2,2-TRIFLUORO-1-PHENYLETHOXY)PYRIMIDINE-BASED COMPOUNDS AND METHODS OF THEIR USE	12/468974	7709493
METHODS OF USING 4-PHENYL-6-(2,2,2-TRIFLUORO-1-PHENYLETHOXY)PYRIMIDINE-BASED COMPOUNDS	12/754341	7968559
4-Phenyl-6-(2,2,2-trifluoro-1-phenylethoxy)pyrimidine-Based Compounds and Methods of Their Use	13/162989	8772482
METHODS OF USING AND COMPOSITIONS COMPRISING TRYPTOPHAN HYDROXYLASE INHIBITORS	12/144953	8093291
METHODS AND COMPOSITIONS FOR TREATING PULMONARY HYPERTENSION AND RELATED DISEASES AND DISORDERS	12/169815	7875622

Title / Name	Application No.	Grant No.
METHODS OF TREATING PULMONARY HYPERTENSION	13/006592	8410121
SOLID FORMS OF (S)-ETHYL 2-AMINO-3-(4-(2-AMINO-6-((R)-1-(4-CHLORO-2-(3-METHYL-1H-PYRAZOL-1-YL)PHENYL)-2,2,2-TRIFLUOROETHOXY)-PYRIMIDIN-4-YL)PHENYL)PROPANOATE AND METHODS OF THEIR USE	12/237455	8193204
SOLID FORMS OF (S)-ETHYL 2-AMINO-3-(4-(2-AMINO-6-((R)-1-(4-CHLORO-2-(3-METHYL-1H-PYRAZOL-1-YL)PHENYL)-2,2,2-TRIFLUOROETHOXY)-PYRIMIDIN-4-YL)PHENYL)PROPANOATE AND METHODS OF THEIR USE	13/486103	8653094
METHODS OF PREPARING 4-PHENYL-6-(2,2,2-TRIFLUORO-1-PHENYLETHOXY)PYRIMIDINE-BASED COMPOUNDS	13/160678	8575362
1-PHENYL-1H-PYRAZOLE-BASED COMPOUNDS	12/732311	7968729
SOLID DOSAGE FORMS OF (S)-ETHYL 2-AMINO-3-(4-(2-AMINO-6-((R)-1-(4-CHLORO-2-(3-METHYL-1H-PYRAZOL-1-YL)PHENYL)-2,2,2-TRIFLUOROETHOXY)PYRIMIDIN-4-YL)PHENYL)PROPANOATE	16/688658	Pending
OLID FORMS OF (S)-2-AMINO-3-(4-(2-AMINO-6-((R)-1-(4-CHLORO-2-(3-METHYL-1H-PYRAZOL-1-YL)PHENYL)-2,2,2-TRIFLUOROETHOXY)PYRIMIDIN-4-YL)PHENYL)PROPANOIC ACID	13/288366	8772483
AUTOMATICALLY OPERABLE SAFETY SHIELD SYSTEM FOR SYRINGES	11/740598	7500964

2. PATENT APPLICATIONS

Title / Name	Application No.	Grant No.
METHOD OF TREATING CANCER WITH TELOTRISAT OR A PRODRUG THEREOF	17/317120	Pending

3. IP LICENSES

None.

Canadian Patent Registrations

1. REGISTERED PATENTS

Title / Name	Owner	Serial No.	Filing Date	Issue Date
COMBINATIONS OF ZICONOTIDE AND OPIOIDS FOR REDUCING PAIN	TERSERA THERAPEUTICS LLC (United States of America)	CA 2540895	2004-10-01	2016-08-02
SOLID FORMS OF (S)-ETHYL 2-AMINO-3-(4-(2-AMINO-6-((R)-1-(4-CHLORO-2-(3-METHYL-1H-PYRAZOL-1-YL)PHENYL)-2,2,2-TRIFLUOROETHOXY)-PYRIMIDIN-4-	TERSERA THERAPEUTICS LLC (United States of America)	CA 2700835	2008-09-25	2018-01-09

Title / Name	Owner	Serial No.	Filing Date	Issue Date
YL)PHENYL)PROPANOATE AND METHODS OF THEIR USE				
COMBINATIONS OF ZICONOTIDE AND OPIOIDS FOR REDUCING PAIN	TERSERA THERAPEUTICS LLC (United States of America)	CA 2930900	2004-10-01	2018-10-16

2. PATENT APPLICATIONS

None.

3. IP LICENSES

None.