

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8055678

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
IPF MANAGEMENT S.A.	07/11/2023
RECEIVING PARTY DATA	
Name:	ADOCIA
Street Address:	115 AVENUE LACASSAGNE
City:	LYON
State/Country:	FRANCE
Postal Code:	69003
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	16213809
Application Number:	15609670
Application Number:	14079516
Application Number:	16048007
Application Number:	16687339
Application Number:	16848640
CORRESPONDENCE DATA	
Fax Number:	(703)836-2787
<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:	703-836-6400
Email:	email@oliff.com
Correspondent Name:	CHRIS W. BROWN
Address Line 1:	OLIFF PLC
Address Line 2:	P.O. BOX 320850
Address Line 4:	ALEXANDRIA, VIRGINIA 22320-4850
ATTORNEY DOCKET NUMBER:	225805
NAME OF SUBMITTER:	ALLISON KUHNELL
SIGNATURE:	/Allison Kuhnell/
DATE SIGNED:	07/13/2023

Total Attachments: 14

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Execution version

Dated 11 July 2023

Global Agreement of Release

between

IPF Fund II SCA, SICAV-FIAR
as Senior Creditor and Finance Party

IPF Management S.A.
as Bondholders' Representative and Finance Party

and

Adocia
as Issuer and Security Provider

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This Agreement is made on 11 July 2023

Between:

- (1) **ADOCIA**, a *société anonyme à conseil d'administration* incorporated under the laws of France under registration number 487 647 737 RCS Lyon, having its registered office at 115 avenue Lacassagne, 69003 Lyon, France, as issuer under the Senior Finance Documents (the “**Issuer**” or the “**Security Provider**”);
- (2) **IPF FUND II SCA, SICAV-FIAR**, a *société en commandite par actions* incorporated under the laws of the Grand Duchy of Luxembourg under registration number B210893, having its registered office at 5, allée Scheffer, L - 2520 Luxembourg, Grand Duchy of Luxembourg, represented by IPF Management S.A., a *société anonyme* incorporated under the laws of the Grand Duchy of Luxembourg under registration number B175933, having its registered office at 2A, rue des capucins, L-1313 Luxembourg, Grand Duchy of Luxembourg, itself represented by duly authorised signatories for the purpose of this Agreement, as sole bondholder of the Tranche A Bonds and the Tranche B Bonds (together with its respective assignees and transferees in accordance with clause 22 (*Changes to the Bondholders*) of the Terms and Conditions (as such terms are defined below), the “**Senior Creditor**” or “**IPF Fund II**”); and
- (3) **IPF Management S.A.**, a *société anonyme* incorporated under the laws of the Grand Duchy of Luxembourg under registration number B 175933, having its registered office at 2A, rue des Capucins, L-1313 Luxembourg, Grand Duchy of Luxembourg, as Bondholders’ Representative under and as defined in the Terms and Conditions, acting in its own name and for its own account as well as in the name and for the account of the other Finance Parties, and under the instructions of the Senior Creditor (the “**Bondholders’ Representative**”, and, together with the Senior Creditor, the “**Finance Parties**”)

Recitals:

- (A) Pursuant to the Security Documents (as defined below), the property, assets and undertaking of the Security Provider described in the Security Documents (as defined below) (the “**Assets**”) were charged to the benefit of the Finance Parties to secure the payment and discharge of the Secured Liabilities (the “**Charged Property**”).
- (B) In consideration of the irrevocable and unconditional discharge of the Secured Liabilities, the Bondholders’ Representative (acting in its own name and for its own account as well as in the name and for the account of the other Finance Parties, under the instructions of the Senior Creditor) has agreed to release and discharge all and any security rights which the Finance Parties have over the Assets on the terms and conditions set out in this Agreement.

It is agreed as follows:

1. Interpretation

1.1 Definitions

In this Agreement:

“**Effective Date**” means the date on which the Senior Creditor has unconditionally and irrevocably received or recovered the Redemption Amount in full into the Redemption Accounts (in cleared funds), including as the result of the enforcement by the Finance Parties of certain Security.

“**Effective Date Notice**” means the notice substantially in the form set out in Schedule 2 (*Form of Effective Date Notice*).

“**Finance Documents**” means the Finance Documents as defined in the Terms and Conditions.

“**Finance Parties**” has the meaning given to that term in the Terms and Conditions.

“**Party**” means a party to this Agreement.

“**Redemption Amount**” means the funds required to discharge all of the Secured Liabilities, being an amount of ten million one hundred fifty-seven thousand one hundred thirty-five euros (€10,157,135), determined as of 7 July 2023, and divided as follows:

- (i) Outstanding Principal of the Tranche A Bonds – including capitalised PIK Interest: four million seven hundred nine thousand five hundred twenty-six euros (€4,709,526);
- (ii) Outstanding Principal of the Tranche B Bonds – including capitalised PIK Interest: four million six hundred seventy thousand one hundred eighty-two euros (€4,670,182);
- (iii) Accrued but not yet capitalised PIK Interest up to 7 July 2023 in respect of the Tranche A Bonds: seventy-seven thousand nine hundred twenty-three euros (€77,923);
- (iv) Accrued but not yet capitalised PIK Interest up to 7 July 2023 in respect of the Tranche B Bonds: seventy-seven thousand three hundred and six euros (€77,306);
- (v) Cash Interest accrued up to 7 July 2023 in respect of the Tranche A Bonds: one hundred forty-one thousand six hundred ninety-one euros (€141,691);
- (vi) Cash Interest accrued up to 7 July 2023 in respect of the Tranche B Bonds: one hundred forty thousand five hundred and seven euros (€140,507);
- (vii) Legal fees in an aggregate amount of three hundred thirty thousand euros (€330,000); and
- (viii) Disbursements in an aggregate amount of ten thousand euros (€10,000).

“**Redemption Accounts**” means each of the following accounts:

- a. Bank account (for the transfer of cash amounts in euros):

Account number: LU72007S002657185EUR;
BIC/SWIFT: BSUILULL;
Account holder: CACEIS Bank Luxembourg;
Account owner: IPF Fund II SCA, SICAV-FIAR,

- b. Bank account (for the transfer of cash amounts in US dollars):

Account number: LU04007S002657100USD;
BIC/SWIFT: BSUILULL;
Account holder: CACEIS Bank Luxembourg;
Account owner: IPF Fund II SCA, SICAV-FIAR,

- c. Financial securities account (for the transfer of financial securities):

Account number: LX002657151;
BIC/SWIFT: BSUILULL;
Account holder: CACEIS Bank Luxembourg;
Account owner: IPF Fund II SCA, SICAV-FIAR,

“**Secured Liabilities**” means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Issuer to any Finance Party under or in connection with each Finance Document, including as secured under each Security Document.

“**Security Documents**” has the meaning given to that term in the Terms and Conditions and includes (but is not limited to) each of the documents listed in Schedule 1 (*Security Documents*).

“**Subscription Agreement**” means the subscription agreement entered into between, *inter alios*, Adocia, as Issuer, and IPF Fund II, as Original Subscriber, on 11 October 2019, as amended and restated from time to time (including on 17 August 2020); under which the Issuer has agreed to issue, and IPF FUND II has agreed to subscribe to, bonds with attached equity warrants (*obligations avec bons de souscription d'actions*) for an aggregate initial maximum principal amount of fifteen millions Euros (EUR 15,000,000).

“**Terms and Conditions**” means the terms and conditions attached as a schedule to the Subscription Agreement (as amended and restated from time to time (including on 17 August 2020 and on 29 November 2022)).

“**Tranche A**” has the meaning ascribed to that term in the Subscription Agreement.

“**Tranche A Bonds**” means the 7,500,000 bonds with attached equity warrants (*obligations avec bons de souscription d'actions*) in an aggregate nominal amount of €7,500,000 issued as part of the Tranche A in accordance with the Subscription Agreement.

“**Tranche B**” has the meaning ascribed to that term in the Subscription Agreement.

“**Tranche B Bonds**” the 7,500,000 bonds with attached equity warrants (*obligations avec bons de souscription d'actions*) in an aggregate nominal amount of €7,500,000 issued as part of the Tranche B in accordance with the Subscription Agreement.

1.2 Construction

(a) Unless the context otherwise requires or unless otherwise expressly defined in this Agreement, words and expressions defined (or expressed to be subject to a particular construction) in:

- (i) the Security Documents; and
- (ii) the Terms and Conditions,

shall have the same meaning (or be subject to the same construction) when used in this Agreement.

(b) Any reference in this Agreement to a “**Finance Document**” or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) and/or replaced and includes any change in the purpose of, such Finance Document or other agreement or instrument.

2. General Release and Discharge of Security

(a) Subject to Clause 3 (*Indemnities*) below, automatically upon the occurrence of the Effective Date, the Bondholders’ Representative hereby irrevocably and unconditionally (without representation, warranty or recourse, whether express or implied):

- (i) releases and discharges the Security Provider's remaining Charged Property and undertaking from the Security constituted, created, evidenced or conferred by or pursuant to the Security Documents;
 - (ii) reassigns and/or retransfers to the Security Provider any remaining Charged Property that were assigned, charged and/or transferred by way of security to the Finance Parties under or in connection with the Security Documents;
 - (iii) discharges and releases the Security Provider from all its obligations to the Finance Parties under or in connection with the Security Documents in respect of the remaining Charged Property; and
 - (iv) consents to the Security Provider (at the cost and expense of the Security Provider) giving notice of the releases, discharges, waivers, terminations, reassignments and retransfers under this Agreement and/or any Security Document to any person to whom notice of any Security created by or pursuant to any Security Document was given;
- (b) The release, discharge, reassignment, retransfer and termination of the Security and other obligations pursuant to this Agreement are without prejudice to any enforcement of Security which would have been completed on or prior the Effective Date.
- (c) The release, discharge, reassignment, retransfer and termination of the Security and other obligations pursuant to this Agreement under this Clause 2 (*General Release and Discharge of Security*) are conditional upon the Effective Date occurring on or before 12 July 2023.
- (d) Following the occurrence of the Effective Date, the Bondholders' Representative (acting in its own name and for its own account as well as in the name and for the account of the other Finance Parties) shall promptly serve an Effective Date Notice on the Security Provider.

3. Indemnities

The release and discharge of the security interests under this Agreement shall not have the effect of releasing and discharging the Security Provider from its obligations under any indemnities granted under the Finance Documents.

4. Miscellaneous – Bonds redemption

Notwithstanding any other provision in this Agreement, the redemption of Tranche A Bonds and/or Tranche B Bonds shall not result in, nor be construed as, a cancellation of the Warrants attached to the relevant Bonds, nor as a limitation to the rights of the relevant Warrantholder to exercise its Warrants in accordance with the provisions of Clause 34 (*Exercise of the Warrants*) of the Terms and Conditions (as such terms are defined therein).

5. Designation as a Finance Document

The Finance Parties hereby designates this Agreement as a "Finance Document" under and as defined in the Terms and Conditions.

6. Partial Validity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability

of the remaining provisions of this Agreement nor the legality, validity or enforceability of that provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

7. Further assurance

The Finance Parties shall as soon as reasonably practicable after the Effective Date do all such things and execute all such documents (including reassignments, retransfers, notices, discharges of mortgage or releases or making all filings and registrations) as may be reasonably required to give effect to the release and discharge of the Security created by or pursuant to the Security Documents in accordance with the provisions of Clause 2 (*General Release and Discharge of Security*)

Amendments and Waivers

This Agreement may not be amended or modified and no provision may be waived except by an instrument in writing signed by each Party.

8. Electronic Signature

This Agreement may be signed electronically (and amongst others through the service provider DocuSign (www.docusign.com)) and each Party acknowledges that its electronic signature has the same value as its handwritten signature.

9. Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with French law.

10. Jurisdiction

- (a) The *Tribunal de Commerce de Paris* has exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a “**Dispute**”).
- (b) The Parties agree that the *Tribunal de Commerce de Paris* is the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraphs (a) and (b) above, the Finance Parties shall not be prevented from taking proceedings relating to a Dispute in the courts of the People’s Republic of China. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1

Security Documents

Governing Law of Security Document	Security Documents
French Law – <i>Tribunal de Commerce de Paris</i> (exclusive jurisdiction)	Bank Accounts Pledge Agreement dated 11 October 2019 between the Issuer and the Finance Parties
French Law – <i>Tribunal de Commerce de Paris</i> (exclusive jurisdiction)	Securities Account Pledge Agreement (<i>Convention de nantissement de compte-titres</i>) dated 11 October 2019 between the Issuer and the Finance Parties, and the related statement of pledge of securities account (<i>déclaration de nantissement de compte-titres</i>)
French Law – <i>Tribunal de Commerce de Paris</i> (exclusive jurisdiction)	<i>Contrat de nantissement de brevets</i> dated 11 October 2019 between the Issuer and the Finance Parties
French Law – <i>Tribunal de Commerce de Paris</i> (exclusive jurisdiction)	<i>Contrat de nantissement de brevets de second rang</i> dated 11 October 2019 between the Issuer and the Finance Parties
French Law – <i>Tribunal de Commerce de Paris</i> (exclusive jurisdiction)	Receivables Master Pledge Agreement dated 11 October 2019 between the Issuer and the Finance Parties
French Law – <i>Tribunal de Commerce de Paris</i> (exclusive jurisdiction)	Receivables Pledge Agreement dated 21 November 2019 between the Issuer and the Finance Parties
State of New York Law	Intellectual Property Security Agreement dated 11 October 2019 between the Issuer and the Finance Parties, completed by the side letter dated 11 June 2020
State of New York Law	Patent Security Agreement dated 12 June 2020 between the Issuer and the Finance Parties
People's Republic of China Law	Intellectual Property Pledge Agreement dated 12 December 2019 between the Issuer and the Finance Parties, and (for the avoidance of doubt) the undated second ranking security agreement relating to it.
French Law – <i>Tribunal de Commerce de Paris</i> (exclusive jurisdiction)	<i>Contrat de nantissement de brevets</i> dated 18 May 2020 between the Issuer and the Finance Parties
French Law – <i>Tribunal de Commerce de Paris</i> (exclusive jurisdiction)	<i>Contrat de nantissement de brevets de second rang</i> dated 18 May 2020 between the Issuer and the Finance Parties
French Law – <i>Tribunal de Commerce de Paris</i> (exclusive jurisdiction)	<i>Contrat de nantissement de brevets</i> dated 27 April 2021 between the Issuer and the Finance Parties

French Law – <i>Tribunal de Commerce de Paris</i> (exclusive jurisdiction)	<i>Contrat de nantissement de brevets de second rang</i> dated 27 April 2021 between the Issuer and the Finance Parties
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Schedule 2

Form of Effective Date Notice

From: **IPF FUND II SCA, SICAV-FIAR** (the “Senior Creditor” or “IPF Fund II”)
and
IPF Management S.A. (the “Bondholders’ Representative”)

To: **Adocia** (the “Security Provider” or “Adocia”)

[insert date]

Dear Sirs

Adocia – Effective Date Notice

1. We refer to:
 - (a) the subscription agreement entered into between, *inter alios*, Adocia, as Issuer, and IPF Fund II, as Original Subscriber, on 11 October 2019, as amended and restated from time to time (including on 17 August 2020); under which the Issuer has agreed to issue, and IPF FUND II has agreed to subscribe to, bonds with attached equity warrants (*obligations avec bons de souscription d'actions*) for an aggregate initial maximum principal amount of fifteen millions Euros (EUR 15,000,000); and
 - (b) the global agreement of release dated [●] July 2023 between, among others, the Senior Creditor, the Bondholders’ Representative and the Security Provider (the “**Agreement of Release**”).

Unless the contrary intention appears, words and expressions defined in, or by reference to, the Agreement of Release shall have the same meanings when used in this Notice.

2. This is the Effective Date Notice.
3. We hereby confirm, in accordance with clause [2(d)] of the Agreement of Release that the Effective Date occurred at [insert time] on [insert date].
4. This Effective Date Notice (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with French law.

Yours faithfully

IPF FUND II SCA, SICAV-FIAR

acting as sole holder of the Tranche A Bonds and the Tranche B Bonds

Represented by IPF Management S.A.,
itself represented by:

By: Claire Lorenzi
Title: authorized representative

By: Edouard Guillet
Title: authorized representative

IPF Management S.A.,
acting as Bondholders' Representative

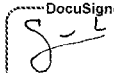
By: Claire Lorenzi
Title: authorized representative

By: Edouard Guillet
Title: authorized representative

Signature pages of the Global Agreement of Release:

ADOCIA

Acting as Issuer and Security Provider

DocuSigned by:

0C226DA7F64346A...

By: Olivier Soula
Title: Directeur général

[Security Provider Signature page – Global Agreement of Release]

IPF FUND II SCA, SICAV-FIAR

acting as Senior Creditor, sole holder of the Tranche A Bonds and the Tranche B Bonds

Represented by IPF Management S.A.,
itself represented by:

DocuSigned by:
Claire Lorenzi
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DocuSigned by:
E. Guillet
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By: Claire Lorenzi
Title: authorized representative

By: Edouard Guillet
Title: authorized representative

[IPF Fund II Signature page – Global Agreement of Release]

IPF Management S.A.,
acting as Bondholders' Representative

DocuSigned by:
Claire Lorenzi
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DocuSigned by:
E. Guillet
D187742BCD3747D...

By: Claire Lorenzi
Title: authorized representative

By: Edouard Guillet
Title: authorized representative

[Bondholders' Representative Signature page – Global Agreement of Release]