

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8346427

<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>
MIOTOX, LLC	06/04/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HCR COLLATERAL MANAGEMENT, LLC
<b>Street Address:</b>	300 ATLANTIC STREET
<b>Internal Address:</b>	SUITE 600
<b>City:</b>	STAMFORD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13478602
Application Number:	13478828
Application Number:	13986197
Application Number:	13478876
Application Number:	13478640
Application Number:	15582407
Application Number:	63034215
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	jonathan.bradford@ropesgray.com
<b>Correspondent Name:</b>	ROPES & GRAY LLP
<b>Address Line 1:</b>	PRUDENTIAL TOWER
<b>Address Line 2:</b>	800 BOYLSTON STREET
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02199-3600
<b>ATTORNEY DOCKET NUMBER:</b>	108662-0012
<b>NAME OF SUBMITTER:</b>	JONATHAN BRADFORD
<b>SIGNATURE:</b>	/JONATHAN BRADFORD/

<b>DATE SIGNED:</b>	12/22/2023
<b>Total Attachments: 5</b> source=115803__122733142v1_HCRP _ Miotox (2021) - IP Security Agreement (executed) (2)#page1.tif source=115803__122733142v1_HCRP _ Miotox (2021) - IP Security Agreement (executed) (2)#page2.tif source=115803__122733142v1_HCRP _ Miotox (2021) - IP Security Agreement (executed) (2)#page3.tif source=115803__122733142v1_HCRP _ Miotox (2021) - IP Security Agreement (executed) (2)#page4.tif source=115803__122733142v1_HCRP _ Miotox (2021) - IP Security Agreement (executed) (2)#page5.tif	

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated as of June 4, 2021, is made by Miotox, LLC, a California limited liability company (the “Grantor”), in favor of HCR Collateral Management, LLC, a Delaware limited liability company (“Agent”), as agent for HealthCare Royalty Partners IV, L.P. (“HC Royalty”).

### **RECITALS**

A. Grantor and HC Royalty are parties to that certain Royalty Interest Acquisition Agreement, of even date herewith, by and among Grantor, HC Royalty and Miotech, Inc., a California corporation.

B. Pursuant to the Royalty Interest Acquisition Agreement, Grantor has agreed to sell, assign, transfer and convey to HC Royalty, and HC Royalty has agreed to accept such sale, assignment, transfer and conveyance from Grantor, the Purchased Receivables.

C. Pursuant to that certain Protective Rights Agreement, of even date herewith (the “Protective Rights Agreement”), Grantor has granted to Agent, for the benefit of HC Royalty, a security interest in (among other things) all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patent Rights.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and to induce HC Royalty to enter into the Royalty Interest Acquisition Agreement, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Royalty Interest Acquisition Agreement.

Section 2. Grant of Security Interest in Intellectual Property 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 (as defined in the Protective Rights Agreement) of Grantor, hereby mortgages, pledges and hypothecates to Agent, and grants to the Agent, for the benefit of HC Royalty, a security interest in all of its right, title and interest in, to and under the following collateral of Grantor (the “Intellectual Property Collateral”):

(a) all of its Patent Rights related to the patents listed on **Schedule 1** hereto, together with all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The lien granted pursuant to this IP Security Agreement is granted in conjunction with the lien granted to Agent, for the benefit of HC Royalty, pursuant to the Protective Rights Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the lien in the Intellectual Property Collateral made and granted hereby are more fully set forth in the lien granted pursuant to the Protective Rights Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral and licenses subject to a lien hereunder.

Section 5. Termination. Upon the payment in full of the Secured Obligations (as defined in the Protective Rights Agreement) and termination of the Protective Rights Agreement in accordance with Section 13 thereof, this IP Security Agreement shall terminate and, at the request and the sole expense of the Grantor following any such termination, the Agent shall execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

Section 6. Counterparts. This IP 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.

Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York, USA without giving effect to the principles of conflicts of law thereof (other than Section 5-1401 of the General Obligations Law of the State of New York). Each Party unconditionally and irrevocably consents to the exclusive jurisdiction of the courts of the State of New York, USA located in the County of New York and the Federal district court for the Southern District of New York located in the County of New York with respect to any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Each party hereby further irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of any Transaction Document.

Section 8. Jurisdiction. Each party hereby irrevocably consents to the service of process out of any of the courts referred to in Section 7 in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address set forth in the Royalty Interest Acquisition Agreement. Each party hereby irrevocably waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any suit, action or proceeding commenced hereunder or under any other Transaction Document that service of process was in any way invalid or ineffective. Nothing herein shall affect the right of a party to serve process on the other party in any other manner permitted by law.

[SIGNATURE PAGE FOLLOWS]

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

Miotox, LLC

By: Miotex, Inc., its General Manager

By: 

Name: William J. Binder, MD

Title: President


*[Signature Page to IP Security Agreement]*

**PATENT**

**REEL: 065940 FRAME: 0200**

ACCEPTED AND AGREED  
as of the date first above written:

HCR COLLATERAL MANAGEMENT, LLC

By:   
Name: Clarke B. Futch  
Title: Managing Partner

*[Signature Page to IP Security Agreement]*

**PATENT**  
**REEL: 065940 FRAME: 0201**

**SCHEDULE I TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Application Number	Patent Number	Country
13/478,602	US 8,617,569	United States
13/478,828	US 8,420,106	United States
13/986,197	US 8,883,143	United States
13/478,876	US 8,491,917	United States
13/478,640	US 8,722,060	United States
15/582,407	US 10,201,497	United States
63/034,215		United States