

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8366318

<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>
	OPTHEA LIMITED	12/22/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	OCELOT SPV LP	
<b>Street Address:</b>	38 JERMYN STREET	
<b>City:</b>	LONDON	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	6DN	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	9745558	
<b>Patent Number:</b>	10494617	
<b>Application Number:</b>	16593750	
<b>Application Number:</b>	61765841	
<b>Application Number:</b>	61782376	
<b>Application Number:</b>	11327075	
<b>Application Number:</b>	10774802	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(213)289-7739	
<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>	2134262619	
<b>Email:</b>	aarnelle@goodwinlaw.com	
<b>Correspondent Name:</b>	AMY ARNELLE	
<b>Address Line 1:</b>	601 S FIGUEROA STREET SUITE 4100	
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90017	
<b>ATTORNEY DOCKET NUMBER:</b>	150364.353205	
<b>NAME OF SUBMITTER:</b>	AMY ARNELLE	
<b>SIGNATURE:</b>	/Amy Arnelle/	
<b>DATE SIGNED:</b>	01/05/2024	

**Total Attachments: 9**

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 22, 2023, is among Opthea Limited, a company incorporated under the laws of Victoria, Australia (the “Grantor”) and Ocelot SPV LP, as collateral agent and security trustee under the Development Funding Agreement referred to below (the “Secured Party”).

WHEREAS, the Grantor and the Secured Party have entered into the Development Funding Agreement dated as of August 12, 2022 (as amended, restated, amended and restated, supplemented, replaced, or otherwise modified from time to time, the “Development Funding Agreement”). Capitalized terms defined in the Development Funding Agreement and not otherwise defined herein are used herein as defined in the Development Funding Agreement.

WHEREAS, under the terms of the Development Funding Agreement and the Australian General Security Deed, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. Grant of Security. The Grantor hereby collaterally assigns and pledges to the Secured Party (and its successors and permitted assigns), and the Grantor hereby grants to the Secured Party (and its successors and permitted assigns) a security interest in and to all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications contained within the Product IP, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications contained within the Product IP, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights contained within the Product IP, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any property or assets excluded under Section 7.1.3 of the Development Funding Agreement.

B. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt payment and performance in full when due of the Opthea Obligations now or hereafter existing under or in respect of the Development Funding Agreement (including any increases of the amounts of the Opthea Obligations outstanding thereunder). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Opthea Obligations that would be owed by the Grantor to the Secured Party under the Development Funding Agreement but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving the Grantor.

C. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Development Funding Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Development Funding Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Development Funding Agreement, the terms of the Development Funding Agreement shall govern.

F. Governing Law; Jurisdiction; Etc.

1. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

2. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF

THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

3. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE 2 OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

4. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.2 OF THE DEVELOPMENT FUNDING AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

G. Amendment and Restatement. Each party hereto agrees that, upon the execution and delivery of this IP Security Agreement by each of the parties hereto, the terms and provisions of the Intellectual Property Security Agreement dated as of August 12, 2022 by Grantor in favor of the Secured Party (the “Existing Agreement”) shall be and hereby are amended, superseded and restated in their entirety by the terms and provisions of this IP Security Agreement. This IP Security Agreement is not intended to and shall not constitute a novation, payment and reborrowing or termination of the Opthea Obligations under the Existing Agreement and the other Transaction Agreements as in effect prior to the date hereof.

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

Executed by **OPTHEA LIMITED ACN 006 340 567** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:

*Megan Baldwin*  
.....  
Signature of director

Megan Baldwin  
.....  
Name of director (print)

*Karen Adams*  
.....  
Signature of director/company secretary

Karen Adams  
.....  
Name of director/company secretary (print)

OCELOT SPV LP, a Delaware limited partnership

By: OCELOT GP LLC, a Delaware limited liability company

Its: General Partner

By:

Name:

Title:

Neil Cooper

Managing Director

DocuSigned by:

Neil Cooper

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[Signature Page to A&R IP Security Agreement]

**PATENT**  
**REEL: 066037 FRAME: 0851**

## SCHEDULE A PATENTS

Patent Number	Jurisdiction	Application Number	Owner	Expiration Date
EP 2956476	Albania	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Austria	140752057.1	Vegenics Pty Limited	13 February 2034
2014218318	Australia	2014218318	Vegenics Pty Limited	13 February 2034
EP 2956476	Belgium	140752057.1	Vegenics Pty Limited	13 February 2034
BR 11 2015 019721 3	Brazil	BR 11 2015 019721 3	Vegenics Pty Limited	13 February 2034
EP 2956476	Bulgaria	140752057.1	Vegenics Pty Limited	13 February 2034
2901226	Canada	2901226	Vegenics Pty Limited	13 February 2034
ZL 201480075208.8	China	CN 106414487A	Vegenics Pty Limited	21 February 2034
37186	Colombia	15-200429	Vegenics Pty Limited	13 February 2034
EP 2956476	Croatia	20140000	Vegenics Pty Limited	13 February 2034
EP 2956476	Cyprus	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Czech Rep	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Denmark	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Estonia	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	European Patent Office	140752057.1	Vegenics Pty Limited	13 February 2034
Pending	European Patent Office	19216636.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Finland	20140752057	Vegenics Pty Limited	13 February 2034
EP 2956476	France	20140752057	Vegenics Pty Limited	13 February 2034
EP 2956476	Germany	602014058931.6	Vegenics Pty Limited	13 February 2034
EP 2956476	Greece	20140752057	Vegenics Pty Limited	13 February 2034
EP 2956476	Hungary	20140752057	Vegenics Pty Limited	13 February 2034
EP 2956476	Iceland	20140752057	Vegenics Pty Limited	13 February 2034
387941	India	2938/KOLNP/2015	Vegenics Pty Limited	13 February 2034
IDP000070896	Indonesia	P00 2015 04934	Vegenics Pty Limited	13 February 2034
EP 2956476	Ireland	140752057.1	Vegenics Pty Limited	13 February 2034
240597	Israel	240597	Vegenics Pty Limited	13 February 2034
EP 2956476	Italy	140752057.1	Vegenics Pty Limited	13 February 2034
6408492	Japan	2015557292	Vegenics Pty Limited	13 February 2034
2213653	Republic of Korea	2016-7023207	Vegenics Pty Limited	21 February 2034
EP 2956476	Latvia	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Lithuania	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Luxembourg	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	North Macedonia	140752057.1	Vegenics Pty Limited	13 February 2034
MY-170528-A	Malaysia	PI 2015001995	Vegenics Pty Limited	13 February 2034
MY-199344-A	Malaysia	PI 2018001994	Vegenics Pty Limited	13 February 2034
EP 2956476	Malta	140752057.1	Vegenics Pty Limited	13 February 2034
368730	Mexico	MX/a/2015/010499	Vegenics Pty Limited	13 February 2034
EP 2956476	Monaco	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Netherlands	140752057.1	Vegenics Pty Limited	13 February 2034
710658	New Zealand	710658	Vegenics Pty Limited	13 February 2034
EP 2956476	Norway	140752057.1	Vegenics Pty Limited	13 February 2034
	PCT	PCT/AU2014/000114	Vegenics Pty Limited	Expired
Accepted	Philippines	1-2015-501785	Vegenics Pty Limited	13 February 2034
EP 2956476	Poland	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Portugal	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Romania	140752057.1	Vegenics Pty Limited	13 February 2034
2699007	Russian Federation	2015137688	Vegenics Pty Limited	13 February 2034



Patent Number	Jurisdiction	Application Number	Owner	Expiration Date
EP 2956476	San Marino	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Serbia	140752057.1	Vegenics Pty Limited	13 February 2034
11201505940W	Singapore	11201505940W	Vegenics Pty Limited	13 February 2034
EP 2956476	Slovakia	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Slovenia	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Spain	140752057.1	Vegenics Pty Limited	13 February 2034
201506186	South Africa	201506186	Vegenics Pty Limited	13 February 2034
EP 2956476	Sweden	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Switzerland	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	Turkey	140752057.1	Vegenics Pty Limited	13 February 2034
EP 2956476	UK	140752057.1	Vegenics Pty Limited	13 February 2034
US 9,745,558	United States of America	14/768,701	Vegenics Pty Limited	13 February 2034
US 10,494,617	United States of America	15/639,573	Vegenics Pty Limited	5 November 2034
Allowed	United States of America	16/593,750	Vegenics Pty Limited	TBD – likely 13 February 2034
61/765,841	United States of America	61/765,841	Vegenics Pty Limited	Expired (provisional)
61/782,376	United States of America	61/782,376	Vegenics Pty Limited	Expired (provisional)
US 8,940,695	United States of America	US 11/327,075	Vegenics Pty Limited	10 November 2026
US 7,829,091	United States of America	US 10/774,802	Vegenics Pty Limited	Expired 14 September 2023

**SCHEDULE B  
TRADEMARKS**

Trademark	Jurisdiction	Application Number/ Local Classes	Application Date	Status
OPTHEA	Australia	1775340/05,42	8 June 2016	Registered
OPTHEA	United Kingdom	1350992 /05,42	7 Dec 2016	Registered
OPTHEA	Switzerland	1350992 /05,42	7 Dec 2016	Protected
OPTHEA	China	1775340 /05,42	7 Dec 2016	Protected
OPTHEA	European Union	1350992 /05,42	7 Dec 2016	Protected
OPTHEA	India	3577875 /05,42	7 Dec 2016	Protected
OPTHEA	Japan	2017-357497 /05,42	7 Dec 2016	Protected
OPTHEA	New Zealand	1069620 /05,42	7 Dec 2016	Protected
OPTHEA	Russian Federation	1350992 /05,42	7 Dec 2016	Protected
OPTHEA	United States of America	5477686 /05,42	7 Dec 2016	Protected
OPTHEA	Madrid Protocol (TM)	1350992 /05,42	7 Dec 2016	Registered

SCHEDULE C  
COPYRIGHTS

None.