#### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8387633

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
VIBLIOME THERAPEUTICS, LLC	12/29/2023

#### **RECEIVING PARTY DATA**

Name:	DEERFIELD MANAGEMENT COMPANY, L.P. (SERIES C), AS COLLATERAL AGENT
Street Address:	345 PARK AVE SOUT, FLOOR 12
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	9221805
Patent Number:	9833455
Application Number:	18196281
Patent Number:	11629143
Application Number:	17432039
Application Number:	63546320
Application Number:	18577481

#### **CORRESPONDENCE DATA**

**Fax Number:** (213)289-7739

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.

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Correspondent Name: AMY ARNELLE

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Address Line 4: LOS ANGELES, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	151279.359179
NAME OF SUBMITTER:	AMY ARNELLE
SIGNATURE:	/Amy Arnelle/
DATE SIGNED:	01/18/2024

PATENT 508340441 REEL: 066164 FRAME: 0269

# Total Attachments: 8 source=Vibliome - Patent Security Agreement (12.29.2023) #page1.tif source=Vibliome - Patent Security Agreement (12.29.2023) #page2.tif source=Vibliome - Patent Security Agreement (12.29.2023) #page3.tif source=Vibliome - Patent Security Agreement (12.29.2023) #page4.tif source=Vibliome - Patent Security Agreement (12.29.2023) #page5.tif source=Vibliome - Patent Security Agreement (12.29.2023) #page6.tif source=Vibliome - Patent Security Agreement (12.29.2023) #page7.tif source=Vibliome - Patent Security Agreement (12.29.2023) #page8.tif

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of December 29, 2023, is made by VIBLIOME THERAPEUTICS, LLC (the "<u>Grantor</u>"), in favor of the Collateral Agent (as such term is defined in the Security Agreement referred to below), for the benefit of itself as collateral agent and for the benefit of the Secured Note Holders (as defined in the Security Agreement referred to below).

WHEREAS, pursuant to the Security Agreement, dated as of December 29, 2023 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Security Agreement"), Grantor has agreed to grant to the Collateral Agent a security interest in all of its Intellectual Property (as defined in the Security Agreement), including the patents and patent applications listed on Schedule A hereto;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Note Holders, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement.
- 2. <u>Grant of Security Interest.</u> The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent, and grants to the Collateral Agent, for the benefit of itself and the Secured Note Holders, a continuing security interest in and Lien upon all of in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral") (provided, that the Patent Collateral shall exclude the Excluded Collateral (as defined in the Security Agreement)):
  - (a) all of its Patents, and all license agreements or other similar agreements providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on **Schedule A**;
  - (b) all foreign counterparts, reissues, divisionals, continuations in whole or in part, reexaminations, substitutions, and extensions of the foregoing;
  - (c) all income, fees, royalties, damages, claims and payments at any time due or payable thereunder and with respect thereto, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringements thereof, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.
- 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent (for its own benefit and for the benefit of the Secured Note Holders) in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Note Holders thereunder) shall remain in full force and effect in accordance with its terms.
- 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted

hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

- 5. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record this Agreement upon request by the Collateral Agent.
- 6. <u>Authorization to Supplement</u>. If the Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application contained in the Patent Collateral, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Collateral Agent with respect to any such new patent rights. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Collateral Agent unilaterally to modify this Patent Security Agreement by amending <u>Schedule A</u> to include any such new patent rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule A.
- 7. <u>Grantor Remains Liable</u>. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patent Collateral subject to a security interest hereunder.
- 8. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.
- 9. <u>Governing Law</u>. This Agreement and all claims shall be governed by the laws of the State of Delaware, without giving effect to any conflict of law principles except federal laws relating to national banks.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VIBLIOME THERAPEUTICS, LLC, as Grantor

Name: Robert Goodwin

Title: Director

REEL: 066164 FRAME: 0273

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

### **DEERFIELD MANAGEMENT COMPANY,** L.P. (Series C), as Collateral Agent

By: Flynn Management LLC, General Partner

By: Name: David J. Clark

Title: Authorized Signatory

REEL: 066164 FRAME: 0274

#### SCHEDULE A

#### **PATENTS**

## Vibliome Therapeutics LLC Active Patent Cases CONFIDENTIAL Version: 10/31/23 PTO Number App

				DE 602012048450.0	IE of EP 2,739,143	UK of EP 2,739,143	FR of EP 2,739,143	EP 2,739,143	US 9,833,455	US 9,221,805	PTO Number
18/577,481	PCT/US2023/016049	PCT/US2023/015993	18/196,281	PCT/US2012/049559 EP 12- 822,808.7	PCT/US2012/049559 EP 12- 822,808.7	PCT/US2012/049559 EP 12- 822,808.7	PCT/US2012/049559 EP 12- 822,808.7	PCT/US2012/049559 EP 12- 822,808.7	14/939,886	14/173,125	App No.
122097-00602	136712-00220	136712-00120	122097-00111	12- 122097-00195	12- 122097-00189	12- 122097-00186	12- 122097-00185	122.097-00135	122097-00102	122097-00101	Atty Docket Number
Active	Active	Active	Active	Issued	Issued	Issued	Issued	lssued	Issued	Issued	Status
Pyrazole	BRAF Program	BRAF Program	Background IP, continuation	Germany Core Patent	Ireland Core Patent	UK Core Patent	FR Core patent	Background IP, EU, compositions	Background IP, methods	Background IP, compositions	Vib Name
MODULATORS OF PROTEIN KINASES	MODULATORS OF PROTEIN KINASES	MODULATORS OF PROTEIN KINASES	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHBITORS	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHBITORS	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL-S-MENBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL-S-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	PREPARATION AND METHODS OF USE FOR ORTHO-ARYL 5-MEMBERED HETEROARYL-CARBOXAMIDE CONTAINING MULTI-TARGETED KINASE INHIBITORS	Title
Gary Flynn, Paul Galatsis, Khoi Huynh, Andrew Huntsman, Doug Werner	Paul Galatsis, Doug Werner, Andrew Huntsman, Khoi Huynh	Paul Galatsis, Doug Werner, Andrew Huntsman, Khoi Huynh	Gary A. Flynn	Gary Flynn	Gary Flynn	Gary Flynn	Gary Flynn	Gary Flynn	Gary Flynn	Gary Flynn	Inventors
Vibliome Therapeutics LLC	Vibliome Therapeutics LLC	Vibliome Therapeutics LLC	Vibliome Therapeutics, LLC	Vibliome Therapeutics, LLC	Vibliome Therapeutics, LLC	Vibliome Therapeutics, LLC	Vibliome Therapeutics, LLC	Vibliome Therapeutics, LLC	Vibliome Therapeutics, LLC	Vibliome Therapeutics, LLC	Assignee
1/8/2024	3/23/2023	3/23/2023	5/11/2023	3/5/2014	3/5/2014	3/5/2014	3/5/2014	8/3/2012	11/12/15	2/5/14	Filing Date
				7/11/2018	7/11/2018	7/11/2018	7/11/2018	7/11/2018	12/5/2017	12/29/2015	Issue Date
	3/24/2022	3/24/2022	8/3/2012	8/3/2012	8/3/2012	8/3/2012	8/3/2012	8/3/2012	8/3/2012	8/3/2012	Priority Date
US application	PCT application	PCT application	Continuation of Core	EP Validation Country	EP Validation Country	EP Validation Country	EP Validation Country	Issued EP in UK, Ireland, and France (as 2739 143) and Germany (as G02012048450.0)	Issued, Continuation of 9,221,805	Issued, CIP of PCT US2012/049559	Туре
US	WO	WO	US	DE	ΙΕ	GB	FR	ЕР	SO	US.	Jusidiction

						WO2013/022766			Non-Active Cases:		US 11,629,143
612'0b2'91	16-554,676	16-845,119	17-100.436	17-366,733	17/676,323	PCT/1352012/049559	WD 2020/172,256.A1	PCT/US2022/036403	63/546,320	17/432,039	17/490,654
122097-00104	122097-00105	127097-00106	122097-00107	127097-00108	122097-00109	122097-00120	OMESETA" DALIA	122097-00620	136712-00601	UTSC.P1381US	122097-00502
Abandoned, refiled as 16-554-676	Abandoned	Abandoned	Asandoned	Abandoned	Abandoned	Published/Comu Completed	Elected only US for National Phase	Active	Active	Active, US National Phase under PCT/US2020/018850	Active (US-only)
Background IP, continuation	Background IP, continuation	Background IP, upotinuation	Background (P. continuation	Background IP, continuation	Background IP continuation		HIPK4 Inhibitor Co-invention with MD Anderson	Pyrazole	PLK4	HIPK4 Inhibitor Co-Invention with MD Anderson	HIPK4 2020
PEDABATION AND METHODS OF USE FOR DETHIO-ARY, S-MEMBERED HETEROAMY— CARBODAMIDE CONTAINING MULTI- PANCETED MINASE INH BITDIS	PREPARATION AND METHODS OF USE FOR ORTHO ARY, S-MEMBERED HETE/DARY, CARBODAMIDE CONTAINING MULTI- TARGETED KINASE IN # BITORS	PREDARATION AND METHODS OF USE FOR DRI HO ARY, S-NEWBERED HET STOAKY, CARBOXAMIDE CONTAINING MULTI- PARCETED KINASE IN HIS ITOMS	PREPARATION AND NETHODS OF USE FOR ORTHO-ARY, 5-MEMBERS DIRECTOORY, CARBONANIOE CONTAINING MULTI-TARGETED KINASE INHIBITORS	PRESARATION AND METHODS OF USE FOR ORTHO ARY, SAMEMBERD HET GOARY, CARBOXAMIDE CONTAINING MULTI- PARCETED KINASE IN HIS TORS	PREPARATION AND NETHODS OF USE FOR DRIHD ARY, SAMEWIERED HETERDARY, CARBOXANIDE CONTAINING WILLTI- TARGETED KINASE INHBITORS	PRICARATION AND METHODS OF USE FOR OBTHO ARYL S-MEMBERED HET-SOLARY. CARBOXAMIDE CONTAINING MULTI- TARGETED KINASE INHBITORS	HIPM INHIBITORS AND METHODS OF USE	MODULATORS OF PROTEIN KINASES	PLK4 Modulators	HIPK4 INHIBITORS AND METHODS OF USE THEREOF	HIPK4 INHIBITORS AND USE THEREOF
Gary Flynn	Gary Elynn	Gary Flymn	Sary Flynn	Gary A. Flynn	Gary A. Plymn	Gary Slymn	Gary∓lynn, Qiang Shen	Gary Flynn, Paul Galatsis, Khol Huynh, Andrew Huntsman, Doug Werner	Doug Werner, Kirk Stevens, Frank Hollinger	Gary Flynn, Qlang Shen	Gary Flynn, Ashok Bajji, Khoi Huynh
Vibilone Therapeutics, LLC	Vibliante Frenzpeutics, LLC	Vibliome Therapeutics LLC	Viblome Therapeutics LLC	Vibliome Therapeutics, LLC	Vibliane Therapeutics, LLC		Viblome Therapeurics LLC and Board of Regents, The University of Texas System	Vibliome Therapeutics LLC	Vibliome Therapeutics LLC	Vibliome Therapeutics LLC and Board of Regents, The University of Texas System	Vibliome Therapeutics LLC
1/4/19	8/29/2019	4/10/2020	11/20/2020	7/2/2021	2/21/2022	8/3/2012	2/19/2020	7/7/2022	10/30/2023	8/18/2021	9/30/2021
											4/18/2023
8/3/2012	8/3/2012	8/9/2012	8/3/2012	8/9/2012	8/3/2012	8/5/2011	2/19/2019	7/8/2021	10/30/2023	2/19/2019	10/1/2020
Continuation of 15- 801,468	Continuation of 16- 240,219	Continuation of 16- 954,678	Cantinuation of 16- 845,119	Continuation of 17- 100,436	Continuation of 17- 366,783	PCT application	PCT application	PCT application	Provisional Application	PCT application	Issued
US	US	US	U.S.	US	54	OM	WO.	WO	S	Sn	Sn

37/953489	63/423,095	63/323,094	63/219.459	63-086,250	63/257,860	63-093,359	62-637,031	62-464,533	62-300,167	62-120,450	61-943,656	61-760,491	62-807,594	62-915,798	62-745,595	62-742,676	62-586,691	15-801,468
122097-00110	136712.00201	136712-00101	122097-40601	122097-00501	122097-00406	122097-00405	122097-00305	122097-00304	122097-00303	122097-00302	122097-00301	122097-00201	015CP1381US.P1	122097-00404	122097-00403	122097-00402	122097-00401	122097-00103
Asandoned	Converted to PCT/US2023/016049	Converted to PCT/US2023/015993	Converted to PCT/US2027/036403	verted to US-anly 17-490	Terminated	Terminated, refiled as 63/257,860	Terninated	Ferminated, refiled as 62-637,031	Terminated, refiled as 62-637,031	Terminated, refiled as 62-637,031	Tecminated, refiled as 62-637,031	Ternicated	Converted to WO 2020/172,256 A1	Terminated, refiled as 63-093,359	Terminated, refiled as 63-093,359	Terminated, refiled as 63-093,359	Terminated, refiled as 63-093,359	Abandoned, reflect as 16-240,219
Background IP, continuation	BRAF Program	aRAF Program	Pyrazole Provisional	HIPK4 2020 Provisional	Placeholder Provisional	Placeholder Provisional	HPK4 inhibitors						HIPK4 inhibitor Co-invention with IMD Anderson		irreversible inhibitors	irreversible inhibitors		
30000000000000	MODULATORS Q	MODULATORS Q						PREPARATION A	PREPARATION A SMALL MOLECU	PREPARATION A SMALL MOLECU	UTILITY OF SELECT	HIGHLY SELECTIV INHIBITORS FOR CANCERS DEPEN		METHODS OF TR			DESIGN, PREPAR LITLITY OF A NEX BINDING IRREVE	PREPARATION AND METHODS: ORTHOLARY, 5-MEMBERED HE ORTHOLARY, 5-MEMBERED HE ORTHOLARY, SANCH TARGET HE AND METHODS:
PREPARATION AND METHODS OF USE FOR ORTHOLARYL S-MEMBERED HETEROARYL CARBOXAMIDE CONTAINING MULTI- TARGETED KINASE INHEBITORS	MODULATORS OF PROTEIN KINASES	MODULATORS OF PROTEIN KIMASES	MODULATORS OF PROTEIN KINASES	HPK4 INHIBITORS AND USE THEREOF	METHODS OF TREATING RESISTANT CANCERS AND RELATED CONDITIONS	METHODS OF TREATING RESISTANT CANCERS AND RELATED CONDITIONS	PREPARATION AND UTILITIES OF SCIECTIVE SMALL MOLECULE KINASE INHIBITORS	PREPARATION AND UTILITIES OF SELECTIVE SMALL MOLECULE KNASE INHIBITORS	preparation and uttitles of selective Small molecule knase inhibitors	PREPARATION AND UTILITIES OF SELECTIVE SMALL MOLECULE KINASE INHIBITORS	UTILITY DE SELECT VE SMALL MOLECULE HIPK4 INHIBITORS	HIGHEY SELECTIVE COVALENT B-RAFTVOODS NIHIBHOOS FOR THE TREATMENT OF CANCERS DEPENDENT ON THIS MUTATION	HPK INHBITORS AND METHODS OF USE THEREDS	METHODS OF TREATING RESISTANT CANCERS AND RELATED CONDITIONS	METHODS OF TREATING RESISTANT CAINCERS AND RELATED CONDITIONS	METHODS FOR TREATING RESISTANT CANCERS AND OTHER DISEASES	DESIGN PREPARATION, AND THERAPEUTIE STRUTY OF A NEW CLASS OF TIGHT BINDING IRREVERSIBLE PROTEIN BINDERS	PREPARATION AND METHODS OF USE FOR ORTHO ARYL S-MEMBERED HETEROARYL CARBOXAMIDE CONTAINING MULTI- TAREETED MINASE (NHEBTORS
9	Paul Galatels, Deug Weiner, Andrew Huntsman, Khol Huynh	Paul Galatsis, Doog Werner, Andrew Huntsman, Khoi Huynh	Gary Flynn, Paul Galatsis Khol Huyeh, Andrew Huntsman, Doug Werner	Gary Flyon, Ashok Baji. Khot Huynh	Gary Elynn	Gary Flynn	Gary Flynn	Gary Elynn	Gary Flynn	Gary Flynn	Gary £lynn	Gary Flynn	Gary Flynn, Qiang Shen	Gary Flynn	Gary Flynn	Gary Elynn	Gary flynn	Gary Elyrin
Vibiome Therapeutics, LLC	Vibliome Therapeutics U.C	Vibliome Therapeutics A.C.	Vibliome Therapeutics, LLC	Vibliante Therapeutics LLC	Vibliome Presspeutics III.	Vibliome Therapeutics U.C	Vibionte Therapeutics, LLC	Spacefill Enterprises LLC	Spacefili Enterprises LLC				Vibitame Therapeutics, LLC (Flynn) and University of Texas MD Anderson (Sheri)	Vibliome Therapeutics, LLC	Vibliome Therapeutics, LLC	Spacefili Enterprises LLC		Spacefil Enterprises LLC
HC 9/27/2022	LC 3/23/2023	3/23/2023	LLC 7/8/2021	LC 10/1/2020	LC 10/20/2021	LC 10/19/2020	JILC 3/1/18	2/28/2017	2/26/2016	2/25/2015	2/24/2014	2/4/2013	MD 2/19/2019	LLC 19/16/2019	LLC 10/15/18	10/8/18	10/2/2017	11/2/2017
23	73	23	22	20	ומ	20		47	46	45	9.4	В	19	910	18	GO.	47	47
8/3/7012 66	3/24/2022 Pr	3/24/2022 Pr	7/8/2021 96	16/1/2020 Ph	10/20/2021	10/19/2020 Pr	3/1/18	2/28/2017 - 5+	2/26/2016 Pr	2/25/2015 Pr	2/24/2014	2/4/2013 91	2/19/2019 Pr	10/16/2019 Pr	10/15/18	10/8/18	10/2/2017   51	8/3/2012 CO
Lantinuation of 17/676,333	Provisional filed as PCT	Provisional, filed as PCT	Provisional	Provisional	Provisional	Provisional	Provisional	Prov(sion#)	Provisional	Provisional	Proxisional	Provisional	Provisional	Provisianal	Provisional	Provisional	Provisional	Sontinuation of 14.
S	US	us	55	S.	S	us	US	S	S.	S	5	US	S	US	us.	S	SS	VS.

**RECORDED: 01/18/2024**