

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT1449391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KREOS CAPITAL VII (UK) LIMITED	08/08/2024
RECEIVING PARTY DATA	
Company Name:	CRESCENDO BIOLOGICS LIMITED
Street Address:	Meditrina Building
Internal Address:	Babraham Research Campus
City:	Cambridge
State/Country:	UNITED KINGDOM
Postal Code:	CB22 3AT
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8329981
Patent Number:	11547099
Patent Number:	10400030
CORRESPONDENCE DATA	
Fax Number:	6176468000
<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:	(617)646-8335
Email:	janet.oconnor@wolfgreenfield.com
Correspondent Name:	John R. Van Amsterdam
Address Line 1:	Wolf, Greenfield & Sacks, P.C.
Address Line 2:	600 Atlantic Avenue
Address Line 4:	Boson, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	M0106_C1495
NAME OF SUBMITTER:	Janet O'Connor
SIGNATURE:	Janet O'Connor
DATE SIGNED:	08/23/2024
Total Attachments: 13	
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DATED 8 August 2024

CRESCENDO BIOLOGICS LIMITED

-and-

KREOS CAPITAL VII (UK) LIMITED

Deed of Release

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION 1
2. RELEASE AND REASSIGNMENT..... 2
3. FURTHER ASSURANCE 2
4. COSTS..... 2
5. COUNTERPARTS 2
6. GOVERNING LAW AND JURISDICTION 3

THIS AGREEMENT is made by way of Deed on 8 August 2024

BETWEEN:

1. **KREOS CAPITAL VII (UK) LIMITED**, a company incorporated in England and Wales under registration number 13611522 whose registered office is at 12 Throgmorton Avenue London, EC2N 2DL (the “**Lender**”); and
2. **CRESCENDO BIOLOGICS LIMITED**, a company incorporated in England and Wales under registration number 06425006 whose registered office is at Meditrina Building, Babraham Research Campus, Cambridge, CB22 3AT (the “**Company**”).

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Capitalised terms not otherwise defined within this deed have the same meaning as in the Loan Agreement and/or the Security Agreement (as the context so requires).

The provisions of clause 2 of the Loan Agreement shall apply *mutatis mutandis* to this deed as though set out herein.

This deed is a “Finance Document” as such terms is defined in the Loan Agreement.

In this deed:

“**Charged Assets**” means all the property, rights, title, interests and other assets (including but not limited to the Intellectual Property of the Company listed in Schedule 1 of this deed) mortgaged or charged to the Lender by or pursuant to the Security Agreement and/or any other Security Document (if any).

“**Loan Agreement**” means the £20,000,000 loan agreement dated 8 June 2023, between the Company as borrower and guarantor and the Lender as lender as the same may be amended from time to time.

“**Security Agreement**” means the English law debenture dated 19 July 2023 between the Company as chargor and the Lender as lender and any other document creating Security in favour of the Lender and executed by the Company, in each case as the same may be amended from time to time.

“**Security**” means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, hypothecation, assignment by way of security or otherwise, trust arrangement, title retention or encumbrance or enforceable right of a third party, any other type of security

interest or preferential arrangement having a similar effect to any of the foregoing or in the nature of security of any kind whatsoever and in any jurisdiction.

“**Side Letter**” means the side letter between the Lender and the Company, dated 19 July 2023.

2. RELEASE AND REASSIGNMENT

The Lender absolutely, irrevocably and unconditionally (without representation, warranty, liability or recourse, whether express or implied):

- 2.1 releases and discharges all Security created by the Company pursuant to the Security Agreement;
- 2.2 releases to the Company all the Charged Assets and confirms that it is no longer relying on the Security Agreement;
- 2.3 reassigns to the Company all of the Charged Assets and hereby grants permission to the Company to issue notices of such reassignment to any relevant third parties who received notice of the original assignment of any such assigned property or assets;
- 2.4 releases the Company from all its covenants, liabilities and obligations under or pursuant to the Security Agreement and the Side Letter; and
- 2.5 agrees and acknowledges that all of the obligations of the Company under the Loan Agreement and the Side Letter are hereby terminated and shall be of no further force and effect.

3. FURTHER ASSURANCE

- 3.1 The Lender shall, upon the reasonable request and at the sole cost of the Company (including with respect to reasonable legal fees), as soon as reasonably practical do all things, give all notices and execute and sign all such deeds and documents as may reasonably be required to perfect the discharge and release of the Security Agreement and to implement the other matters set out in clause 2 of this Deed.
- 3.2 The Lender confirms that all consents, approvals and authorisations required to allow for the release of the Security created by the Security Agreement have been obtained by the Lender.

4. COSTS

The Company shall, promptly on demand, pay the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by the Lender up to £1,500 in connection with the negotiation, preparation, execution and delivery of this Deed.

5. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

6. GOVERNING LAW AND JURISDICTION

- 6.1 This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 6.2 Each Party irrevocably agrees that, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

THIS **DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1 - RELEASED INTELLECTUAL PROPERTY



PATENT SCHEDULE

Official Title	Country Name	Filing Date	Filing Number / National Phase Entry Number	Publication Number	Grant Number	Status	Patentee
Genetically modified non-human mammals and cells	United Kingdom	26 Feb 2004	04714849.9	1597382	1597382	Granted	Crescendo Biologics Limited
Genetically modified non-human mammals and cells	France	28 Feb 2004	04714849.11	1597382	1597382	Granted	Crescendo Biologics Limited
Genetically modified non-human mammals and cells	Germany	29 Feb 2004	04714849.12	1597382	1597382	Granted	Crescendo Biologics Limited
Genetically modified non-human mammals and cells	USA	29 Feb 2004	13/081,035	2011-0277047	8329981	Granted	Crescendo Biologics Limited
Transgenic Mice	USA	22 Oct 2014	15/520,627	2018-0362666	11,547,099	Granted	Crescendo Biologics Limited
Transgenic Mice	United Kingdom	22 Oct 2014	1708074.8	2547587	2547587	Granted	Crescendo Biologics Limited
Transgenic Mice	Germany	22 Oct 2014	PCT/GB2016/050069	3209698	3209698	Granted	Crescendo Biologics Limited
Transgenic Mice	France	22 Oct 2014	PCT/GB2017/050075	3209698	3209698	Granted	Crescendo Biologics Limited
Transgenic Mice	United Kingdom	22 Oct 2014	PCT/GB2017/050075	3209698	3209698	Granted	Crescendo Biologics Limited
Transgenic Mice	Italy	22 Oct 2014	502018000037546	3209698	3209698	Granted	Crescendo Biologics Limited



Transgenic Mice	United Kingdom	22 Oct 2014	147906886.1	2584219	2584219	Granted	Crescendo Biologics Limited
Methods for producing optimised molecules	United Kingdom	12 Jan 2016	1713008.9	2552900	2552900	Granted	Crescendo Biologics Limited
Methods for producing optimised molecules	USA	12 Jan 2016	15/540,400	2018-0002403	10,400,030	Granted	Crescendo Biologics Limited
Methods for producing optimised molecules	Germany	12 Jan 2016	147906886.1	3245226	3245226	Granted	Crescendo Biologics Limited
Methods for producing optimised molecules	France	12 Jan 2016	147906886.1	3245226	3245226	Granted	Crescendo Biologics Limited
Methods for producing optimised molecules	United Kingdom	12 Jan 2016	147906886.1	3245226	3245226	Granted	Crescendo Biologics Limited
Therapeutic molecules	USA	12 Jan 2017	16/069,497	2020-0392244	11/236,174	Granted	Crescendo Biologics Limited
Molecules that Bind Prostate Specific Membrane Antigen (PSMA)	USA	12 Jan 2017	16/069,495	2019-0023807	10,975,161	Granted	Crescendo Biologics Limited
Single Domain Antibodies to Programmed Cell Death (PD-1)	USA	08 Jan 2018	16/475,597	2020/023957	11,591,398	Granted	Crescendo Biologics Limited
Single-Domain Antibodies to Programmed Cell Death 1 Protein (PD-1), encoding nucleic acids and methods of using same	USA	08 Jan 2018	16/475,599	2019-0322749	11,312,771	Granted	Crescendo Biologics Limited
Therapeutic molecules binding PSMA	USA	09 Jul 2018	16/627,968	2020-0131274	11,401,342	Granted	Crescendo Biologics Limited
Transgenic Mice	United Kingdom	22 Oct 2014	18192313.7	3461848	3461848	Granted	Crescendo Biologics Limited
Therapeutic molecules	USA	12 Jan 2017	17/508,583	2020-0392244	11,746,158	Granted	Crescendo Biologics Limited




Chimeric Antigen Receptor with Single Domain Antibody	USA	08 May 2017	16/099,099	2019-0144561	11,866,510	Granted	Crescendo Biologics Limited
Single Domain Antibodies to Programmed Cell Death (PD-1)	USA	08 Jan 2018	16/475,590	2020-0239570	11,814,429	Granted	Crescendo Biologics Limited

TRADEMARK SCHEDULE

Trade Mark	Classes	Status	Territory	Filing Date	Filing No.	Registration Date	Registration No.	Owner
Crescendo biologics (logo) 	1, 5, 31, 40, 42	Registered	European Union	22 Apr 2016	015369961	15 Sep 2016	015369961	Crescendo Biologics Limited
HUMABODY	1, 5, 40, 42	Registered	European Union	25 Jun 2014	013028683	18 Nov 2014	013028683	Crescendo Biologics Limited
MULTIBODY	1, 5, 40, 42	Registered	European Union	22 Apr 2016	015369945	12 Sep 2016	015369945	Crescendo Biologics Limited
HUMABODY (logo) Humabody	1, 5, 40, 42 & 45	Registered	European Union	12 Aug 2021	1641475	21 Jun 2022	1641475	Crescendo Biologics Limited
CRESCENDO (logo) 	1, 5, 31, 40, 42 & 45	Registered	European Union	12 Aug 2021	1640943	12 Aug 2021	1640943	Crescendo Biologics Limited

— Crescendo

Crescent (logo) 	1, 5, 31, 40, 42	Registered	United Kingdom	22 Apr 2016	UK00003160977	06 Jan 2017	UK00003160977	Crescendo Biologics Limited
Crescendo biologics (logo) 	01, 05, 31, 40, 42	Registered	United Kingdom	22 Apr 2016	UK00915369961	15 Sep 2016	UK00915369961	Crescendo Biologics Limited
HUMABODY	1, 5, 40, 42	Registered	United Kingdom	25 Jun 2014	UK00913028683	18 Nov 2014	UK00913028683	Crescendo Biologics Limited
MULTIBODY	01, 05, 40, 42	Registered	United Kingdom	22 Apr 2016	UK00915369945	12 Sep 2016	UK00915369945	Crescendo Biologics Limited
HUMABODY (logo) Humabody	1, 5, 40, 42 & 45	Registered	United Kingdom	14 Jul 2021	UK00003668766	31 Dec 2021	UK00003668766	Crescendo Biologics Limited

CRESCENDO (logo)  — Crescendo	1, 5, 31, 40, 42 & 45	Registered	United Kingdom	14 Jul 2021	UK00003668767	31 Dec 2021	UK00003668767	Crescendo Biologics Limited
Crescendo biologics (logo) 	1, 5, 40	Registered	United States of America	21 Oct 2016	1349229	12 Jun 2018	5488713	Crescendo Biologics Limited
HUMABODY	1, 5, 40, 42	Registered	United States of America	17 Dec 2014	1281026	14 Mar 2017	5158366	Crescendo Biologics Limited
MULTIBODY	1, 5, 40, 42	Registered	United States of America	21 Oct 2016	1347848	24 Apr 2018	5,450,600	Crescendo Biologics Limited
HUMABODY Humabody	1, 5, 40, 42 & 45	Registered	United States of America	12 Aug 2021	1641475	30-May-23	79332232	Crescendo Biologics Limited
CRESCENDO (logo)  — Crescendo	1, 5, 31, 40, 42 & 45	Registered	United States of America	12 Aug 2021	1640943	06 Dec 2022	6915016	Crescendo Biologics Limited

SIGNATURE PAGES TO THE DEED OF RELEASE

LENDER

Executed as a deed by **KREOS
CAPITAL VII (UK)
LIMITED**

acting by Sean Dunne, a
director in the presence of:



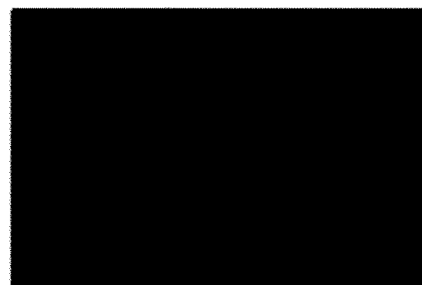
Sean Dunne, Director



Witness Signature



Witness Name



Witness Address



Witness Occupation

COMPANY

Executed as a deed by
**CRESCENDO BIOLOGICS
LIMITED**

acting by Theodora Harold, a
director and Eva-Lotta Allan, a
director



Theodora Harold, Director



Eva-Lotta Allan, Director