

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI754206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Correction and Release of Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Takeda Pharmaceutical Company Limited	01/14/2025
RECEIVING PARTY DATA	
Company Name:	Takeda Pharmaceutical Company Limited
Street Address:	1-1, DOSHOMACHO 4-CHOME, CHUO-KU
Internal Address:	OSAKA-SHI
City:	OSAKA
State/Country:	JAPAN
Postal Code:	541-0045
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9676869
Patent Number:	9102744
Patent Number:	9790285
Patent Number:	8926969
Patent Number:	8362211
CORRESPONDENCE DATA	
Fax Number:	7037161180
<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)716-1191
Email:	gbpatent@gbpatent.com,tadmasu@gbpatent.com
Correspondent Name:	Jill M. Browning
Address Line 1:	1950 Roland Clarke Place
Address Line 4:	Reston, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	J738411
NAME OF SUBMITTER:	Teddy Admasu
SIGNATURE:	Teddy Admasu
DATE SIGNED:	01/14/2025
Total Attachments: 13	

source=J738411_Correction_and_Release_of_Security_Agreement#page1.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page2.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page3.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page4.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page5.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page6.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page7.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page8.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page9.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page10.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page11.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page12.tiff
source=J738411_Correction_and_Release_of_Security_Agreement#page13.tiff

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

	TITLE OF PATENT	Patent No.	Application No.
1	CONJUGATED ANTI-CD38 ANTIBODIES	USP 9,676,869	14/754,592
2	CONJUGATED ANTI-CD38 ANTIBODIES	USP 9,102,744	13/977,207
3	ANTI-CD38 ANTIBODIES	USP 9,790,285	14/550,796
4	ANTI-CD38 ANTIBODIES	USP 8,926,969	13/720,837
5	ANTI-CD38 ANTIBODIES	USP 8,362,211	13/341,860

**COVER LETTER REGARDING CORRECTED RELEASE OF SECURITY INTEREST
IN PATENTS AND DECLARATION**

Commissioner for Patents
U.S. Patent and Trademark Office
Customer Service Window, Mail Stop Assignment Division
Randolph Building
401 Dulany Street
Alexandria, VA 22314

Commissioner:

We ask that the Confirmatory Release of Security Interest in Patents and Declaration (“Declaration”) submitted herewith be recorded to correct the record with respect to a Security Interest that was erroneously recorded Reel/Frame 046115/0408 against the above-identified Patents.

As detailed in the Declaration, the Patents were not owned by the party subject to the Intellectual Property Security Agreement (“IP Security Agreement”) and thus their inclusion as collateral in the IP Security Agreement was in error. The IP Security Agreement was thereafter erroneously recorded against the Patents.

The IP Security Agreement does not alter, and should not be considered to have altered,

{J738411 06470235.DOCX}

Attorney Docket No: J738411

the chain of title of the Patents. In any event, the IP Security Agreement has been released, as also detailed in the attached Declaration.

The documents and attached Cover Sheet are submitted solely for purposes of correcting the noted error and confirming the release of any security interest in the Patents.

The U.S. Patent and Trademark Office is hereby authorized to credit any overpayment or charge any additional fee to Deposit Account No. 19-0089.

Should there be any questions, please contact the undersigned at the telephone number listed below.

Respectfully Submitted,

/Jill M. Browning/
Jill M. Browning
Reg. No. 42364

January 14, 2025
GREENBLUM & BERNSTEIN, P.L.C.
1950 Roland Clarke Place
Reston, VA 20191
(703) 716-1191

{J738411 06470235.DOCX}

PATENT
REEL: 069895 FRAME: 0587

**CONFIRMATORY RELEASE OF SECURITY INTEREST IN PATENTS
AND DECLARATION**

This CONFIRMATORY RELEASE OF SECURITY INTEREST AND DECLARATION is made by XOMA (US) LLC on behalf of Silicon Valley Bank (“Bank”) in relation to the Intellectual Property Security Agreement dated May 7, 2018 (“IP Security Agreement”), that was erroneously recorded against each of the following patents (hereinafter collectively “Patents”) at Reel/Frame 046115/0408 on May 9, 2018:

	TITLE OF PATENT	Patent No. (Application No.)
1	CONJUGATED ANTI-CD38 ANTIBODIES	USP 9,676,869 (14/754,592)
2	CONJUGATED ANTI-CD38 ANTIBODIES	USP 9,102,744 (13/977,207)
3	ANTI-CD38 ANTIBODIES	USP 9,790,285 (14/550,796)
4	ANTI-CD38 ANTIBODIES	USP 8,926,969 (13/720,837)
5	ANTI-CD38 ANTIBODIES	USP 8,362,211 (13/341,860)

WHEREAS, pursuant to the IP Security Agreement, the Bank agreed to extend certain financial accommodations to XOMA (US) LLC in exchange for XOMA (US) LLC granting a security interest in collateral, including certain of XOMA (US) LLC’s intellectual property.

WHEREAS, when the IP Security Agreement was executed, XOMA (US) LLC had no right, title or ownership interest in the Patents identified above, but the Patents were erroneously identified and included as collateral in the attachment to the IP Security Agreement.

WHEREAS, the IP Security Agreement was thereafter erroneously recorded against the Patents.

WHEREAS, Silicon Valley Bank received payment in full and has released its security interest against all identified collateral as evidenced by the May 26, 2021 Letter from Silicon Valley Bank attached hereto as Exhibit A, which states, in pertinent part:

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the Pay-Off Date") . . . without any further action on the part of the parties hereto . . . (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank.

Exhibit A, Letter at paragraph bridging pages 2-3.

WHEREAS, Silicon Valley Bank authorized XOMA (US) LLC to prepare and file this Confirmatory Release, as evidenced by the May 26, 2021 Letter, which states in pertinent part:

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets that secured the Obligations and in any third party and any of such third party's property or assets that guaranteed the Obligations or provided collateral security therefore.

Ex. A, May 26, 2021 Letter at page 3, first full paragraph.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, XOMA (US) LLC hereby records this Confirmatory Release and further submits the following sworn statements made by the undersigned on behalf of XOMA (US) LLC:

The undersigned declares that all the following statements that are based on my own knowledge are true and correct and that all statements made on information and belief are believed to be true and correct:

1. When the IP Security Agreement was executed on May 7, 2018, XOMA (US) LLC had no right, title or ownership in or to the Patents. As shown by the summary of the chain of title for each Patent below, before May 7, 2018, XOMA (US) LLC had

assigned its ownership rights in and to the Patents to Takeda Pharmaceutical Company Limited.

2. The Patents were erroneously identified as collateral and included in the IP Security Agreement.
3. The IP Security Agreement was erroneously recorded against each of the Patents at Reel/Frame 046115/0408 and the chain of title for each of the Patents is not, and should not be considered to be altered by the incorrect recordation of the IP Security Agreement.
4. A summary of the true chain of title as reflected in the Assignment Records of the U.S. Patent and Trademark Office as of January 13, 2025, and which excludes the erroneous recordation of the IP Security Agreement at Reel/Frame 046115/0408, is set forth below for each of the Patents:

**Chain of Title for Patent 1: US Patent No. 9,676,869
(U.S. Patent Application No. 14/754,592)**

Assign. No.	Assignee	Assignor(s)	Reel/Frame	Date Recorded
1	Takeda San Francisco, Inc.	Snell, Gyorgy Pal	036083/0571	July 14, 2015
2	XOMA (US) LLC	Bhaskar, Vinay	036490/0180	September 3, 2015
3	Takeda California, Inc.	Elias, Kathleen Ann Landes, Gregory Singh, Shweta Korver, Wouter Drake, Andrew Walling Haak-Frendscho, Mary Snell, Gyorgy Pal	036490/0074	September 3, 2015
4	Takeda Pharmaceutical Company Limited	XOMA (US) LLC	036490/0239	September 3, 2015
5	Takeda Pharmaceutical Company Limited	Takeda California, Inc.	036490/0158	September 3, 2015

Chain of Title for Patent 2: US Patent No. 9,102,744

{J738411 06468838.DOCX}3

**PATENT
REEL: 069895 FRAME: 0590**

(U.S. Patent Application No. 13/977,207)

Assign. No.	Assignee	Assignor(s)	Reel/Frame	Date Recorded
1	Takeda San Francisco, Inc.	Elias, Kathleen Ann Landes, Gregory Singh, Shweta Korver, Wouter Drake, Andrew Walling Haak-Frendscho, Mary	036087/0863	July 14, 2015
2	Takeda San Francisco, Inc.	Elias, Kathleen Ann	036087/0224	July 14, 2015
3	Takeda San Francisco, Inc.	Snell, Gyorgy Pal	036087/0139	July 14, 2015
4	Takeda San Francisco, Inc.	Elias, Kathleen Ann	036086/0628	July 14, 2015
5	Takeda San Francisco, Inc.	Snell, Gyorgy Pal	036085/0549	July 14, 2015
6	Takeda San Francisco, Inc.	Snell, Gyorgy Pal	036084/0178	July 14, 2015
7	Takeda San Francisco, Inc. (61/485,104)	Elias, Kathleen Ann Korver, Wouter	036083/0798	July 14, 2015
8	XOMA (US) LLC	Bhaskar, Vinay	036087/0794	July 14, 2015
9	Takeda Pharmaceutical Company Limited	Takeda San Francisco, Inc.	036087/0971	July 14, 2015
10	Takeda Pharmaceutical Company Limited	XOMA (US) LLC	036087/0829	July 14, 2015
11	Takeda Pharmaceutical Company Limited	Takeda San Francisco, Inc.	036087/0306	July 14, 2015
12	Takeda Pharmaceutical Company Limited	Takeda San Francisco, Inc.	036086/0715	July 14, 2015
13	Takeda Pharmaceutical Company Limited	Takeda San Francisco, Inc.	036084/0396	July 14, 2015
14	XOMA (US) LLC	Bhaskar, Vinay	036489/0884	September 3, 2015
15	Takeda California, Inc.	Elias, Kathleen Ann Landes, Gregory Singh, Shweta Korver, Wouter Drake, Andrew Walling Haak-Frendscho, Mary Snell, Gyorgy Pal	036489/0791	September 3, 2015

{J738411 06468838.DOCX}4

16	Takeda Pharmaceutical Company Limited	XOMA (US) LLC	036489/0941	September 3, 2015
17	Takeda Pharmaceutical Company Limited	Takeda California, Inc.	036489/0836	September 3, 2015

**Chain of Title for Patent 3: US Patent No. 9,790,285
(U.S. Patent Application No. 14/550,796)**

Assign. No.	Assignee	Assignor(s)	Reel/Frame	Date Recorded
1	XOMA (US) LLC	Bhaskar, Vinay	035489/0428	April 24, 2015
2	Takeda Pharmaceutical Company Limited	XOMA (US) LLC	035489/0457	April 24, 2015
3	Takeda California, Inc.	Elias, Kathleen Ann Landes, Gregory Singh, Shweta Korver, Wouter Drake, Andrew Walling Haak-Frendscho, Mary Snell, Gyorgy Pal	035489/0328	April 24, 2015
4	Takeda Pharmaceutical Company Limited	Takeda California, Inc.	035489/0526	April 24, 2015

**Chain of Title for Patent 4: US Patent No. 8,926,969
(U.S. Patent Application No. 13/720,837)**

Assign. No.	Assignee	Assignor(s)	Reel/Frame	Date Recorded
1	XOMA (US) LLC	Bhaskar, Vinay	029956/0051	March 8, 2013
2	Takeda Pharmaceutical Company Limited	XOMA (US) LLC	029956/0129	March 8, 2013
3	Takeda California, Inc.	Elias, Kathleen Ann Landes, Gregory Singh, Shweta Korver, Wouter Drake, Andrew Walling Haak-Frendscho, Mary Snell, Gyorgy Pal	029956/0176	March 8, 2013
4	Takeda Pharmaceutical Company Limited	Takeda California, Inc.	029956/0310	March 8, 2013

{J738411 06468838.DOCX}5


**Chain of Title for Patent 5: US Patent No. 8,362,211
(U.S. Patent Application No. 13/341,860)**

Assign. No.	Assignee	Assignor(s)	Reel/Frame	Date Recorded
1	XOMA (US) LLC	Bhaskar, Vinay	028314/0318	June 4, 2012
2	Takeda Pharmaceutical Company Limited	XOMA (US) LLC	028314/0358	June 4, 2012
3	Takeda California, Inc.	Elias, Kathleen Ann Landes, Gregory Singh, Shweta Korver, Wouter Andrew, Walling-Drake Haak-Frendscho, Mary Snell, Gyorgy Pal	028314/0311	June 4, 2012
4	Takeda Pharmaceutical Company Limited	Takeda California, Inc.	028314/0365	June 4, 2012

I declare that, to the best of my knowledge and belief, and under penalty of perjury under the laws of the United States of America, the foregoing statements are true and correct.

Dated 14-Jan-2025

XOMA (US) LLC

DocuSigned by:

 by: _____
AB9BEE8F36194F6
 Name: Thomas Burns
 Title: SVP Finance & CFO



May 26, 2021

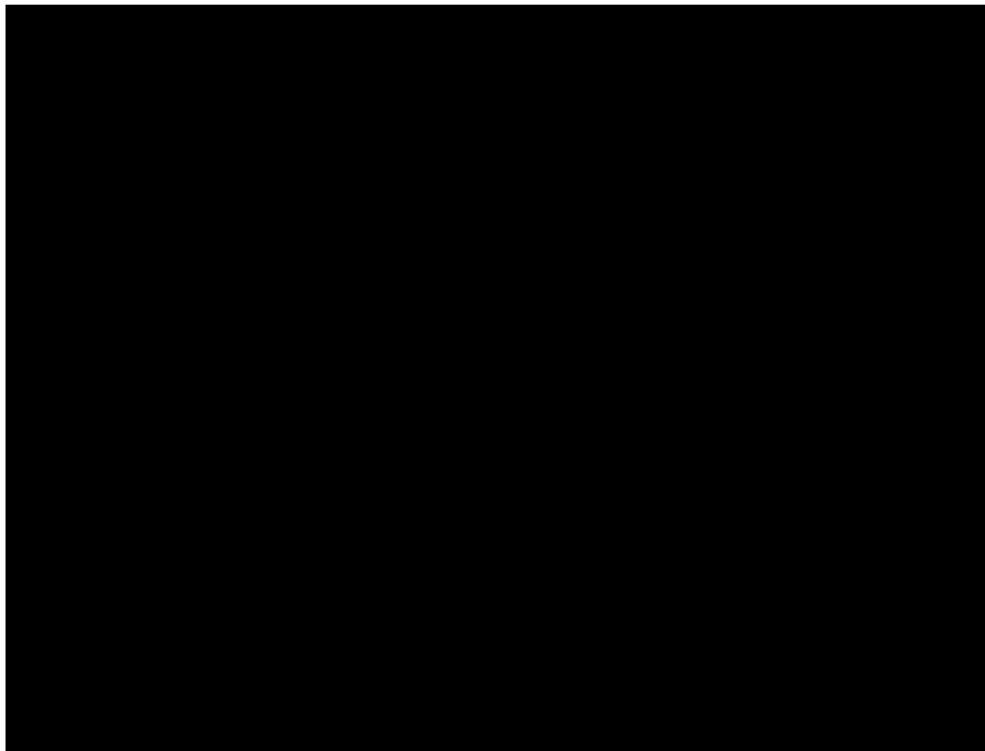
XOMA Corporation
XOMA (US) LLC
XOMA Technology Ltd.
2200 Powell Street, Suite 310
Emeryville, CA 94608
Attn: Tom Burns

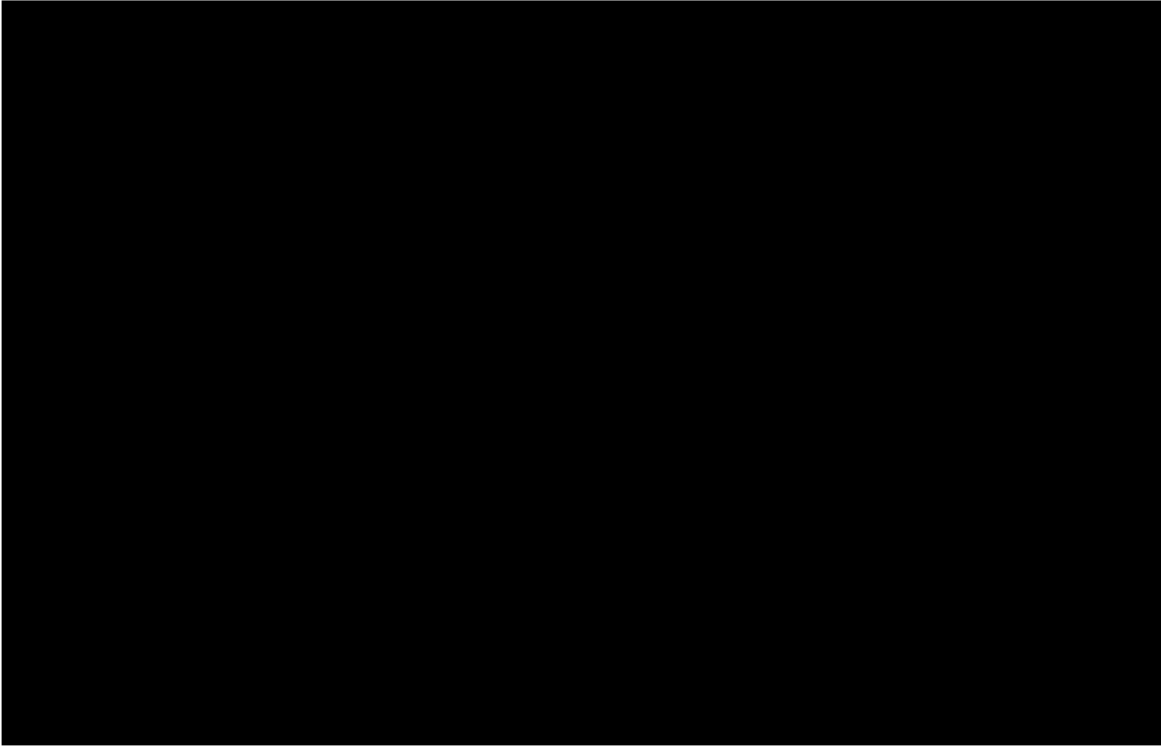
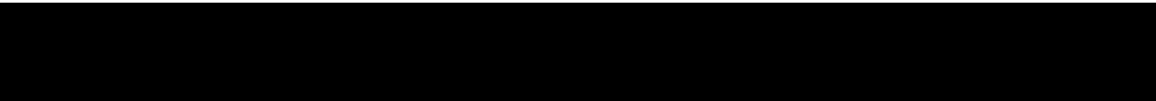
Re: Pay-Off Letter

Dear Tom Burns:

We refer to the Loan and Security Agreement dated as of **May 07, 2018** (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between **XOMA Corporation, XOMA (US) LLC, and XOMA Technology Ltd.** (individually and collectively "Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of **June 03, 2021** (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date if the Obligations are not paid off in full on the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):



Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

Borrower hereby authorizes Bank to deduct the Pay-Off Amount from Borrower's account, account number  maintained with Bank.

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as

security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive in accordance with their express terms notwithstanding this termination.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets that secured the Obligations and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

Acknowledged by:

XOMA CORPORATION

By: Tom Burns
Name: Tom Burns
Title: CEO

Acknowledged by:

XOMA (US) LLC

By: Tom Burns
Name: Tom Burns
Title: CEO

Acknowledged by:

XOMA TECHNOLOGY LTD.

By: Tom Burns
Name: Tom Burns
Title: CEO

SVB ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL – RECEIVED _____

Very truly yours,

SILICON VALLEY BANK

By: *Peter Sletteland*
Name: Peter Sletteland
Title: Vice President

Acknowledged by:

XOMA CORPORATION

By: _____
Name: _____
Title: _____

Acknowledged by:

XOMA (US) LLC

By: _____
Name: _____
Title: _____

Acknowledged by:

XOMA TECHNOLOGY LTD.

By: _____
Name: _____
Title: _____

SVB ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL – RECEIVED _____