## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI777109

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

#### **CONVEYING PARTY DATA**

Name	Execution Date
VIRACTA SUBSIDIARY, INC.	01/23/2025

#### **RECEIVING PARTY DATA**

Company Name:	Oxford Finance LLC, as Collateral Agent	
Street Address:	t Address: 115 South Union St, Suite 300	
City:	Alexandria	
State/Country:	VIRGINIA	
Postal Code:	22314	

## **PROPERTY NUMBERS Total: 12**

857152 083119
00011
953011
613718
766643
080570
580500
638252
034296
364074
918237
32246

#### **CORRESPONDENCE DATA**

#### Fax Number:

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.

**Phone:** 2025218721

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Troy Jones

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

PATENT

REEL: 070000 FRAME: 0001

ATTORNEY DOCKET NUMBER:	2631174 TJ
NAME OF SUBMITTER:	Troy Jones
SIGNATURE:	/Troy Jones/
DATE SIGNED:	01/23/2025

#### **Total Attachments: 7**

source=EXECUTED.Oxford-SVB - Viracta - IP Security Agreement (Subsidiary) (01.2025)#page1.tiff source=EXECUTED.Oxford-SVB - Viracta - IP Security Agreement (Subsidiary) (01.2025)#page2.tiff source=EXECUTED.Oxford-SVB - Viracta - IP Security Agreement (Subsidiary) (01.2025)#page3.tiff source=EXECUTED.Oxford-SVB - Viracta - IP Security Agreement (Subsidiary) (01.2025)#page4.tiff source=EXECUTED.Oxford-SVB - Viracta - IP Security Agreement (Subsidiary) (01.2025)#page5.tiff source=EXECUTED.Oxford-SVB - Viracta - IP Security Agreement (Subsidiary) (01.2025)#page6.tiff source=EXECUTED.Oxford-SVB - Viracta - IP Security Agreement (Subsidiary) (01.2025)#page7.tiff

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 23, 2025 by and between OXFORD FINANCE LLC, a Delaware limited liability company, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent"), and VIRACTA SUBSIDIARY, INC., a Delaware corporation ("Grantor").

#### **RECITALS**

- A. Lenders have made certain advances of money and extended certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of November 4, 2021, as amended by that certain First Amendment to Loan and Security Agreement dated as of August 26, 2022, that certain Second Amendment to Loan and Security Agreement dated as of March 1, 2024, and as amended by that certain Third Amendment to Loan and Security Agreement dated as of the date hereof (the "Third Amendment") (as may be further amended, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to enter into the Third Amendment, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents and Mask Works to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

#### **GRANTOR:**

Address of Grantor:

VIRACTA SUBSIDIARY, INC.

Title: President and Chief Executive Officer

Mark Rothera Name: Mark Rothera

VIRACTA THERAPEUTICS, INC. 2533 S. Coast Highway 101, Suite 210 Cardiff by the Sea, CA 92007 Attn: Chief Executive Officer

Fax: (858) 771-4188 Email: legal@viracta.com

**COLLATERAL AGENT:** 

OXFORD FINANCE LLC

Address of Collateral Agent:

OXFORD FINANCE LLC 115 South Union Street Suite 300 Alexandria, VA 22314

Attention: Legal Department Fax: (703) 519-5225

Email: LegalDepartment@oxfordfinance.com

Name: Colette H. Featherly Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement (Third Am.)]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

#### **GRANTOR:**

Address of Grantor:

VIRACTA SUBSIDIARY, INC.

By:\_\_\_\_\_ Name: Mark Rothera

Title: President and Chief Executive Officer

VIRACTA THERAPEUTICS, INC. 2533 S. Coast Highway 101, Suite 210 Cardiff by the Sea, CA 92007

Attn: Chief Executive Officer Fax: (858) 771-4188

Email: legal@viracta.com

Address of Collateral Agent:

OXFORD FINANCE LLC 115 South Union Street Suite 300 Alexandria, VA 22314 Attention: Legal Department

Fax: (703) 519-5225

Email: LegalDepartment@oxfordfinance.com

COLLATERAL AGENT:

OXFORD FINANCE LLO

Name: Colette H. Featherly Title: Senior Vice President

## EXHIBIT A

# Copyrights

## NONE

<u>Description</u>	Registration Number	Registration Date

1616030584.2

# XHIBIT B

# **Patents**

Country	Application Number	Patent Number	Issue Date	Title
US	15/959,482	10,857,152	08-Dec-2020	METHODS AND COMPOSITIONS FOR TREATING VIRAL OR VIRALLY-INDUCED CONDITIONS
US	17/545,217	12,083,119	10-Sep-2024	METHODS AND COMPOSITIONS FOR TREATING VIRAL OR VIRALLY-INDUCED CONDITIONS
SU	18/796,094			METHODS AND COMPOSITIONS FOR TREATING VIRAL OR VIRALLY-INDUCED CONDITIONS
US	18/057,161			HISTONE DEACETYLASE INHI
₽	17828555.7			HISTONE DEACETYLASE INHI
₽ Q	201780056835.0	7373991	26-Oct-2023	HISTONE DEACETYLASE INHI
与 F	2019-522627 19131046.5	7373991	26-Oct-2023	HISTONE DEACETYLASE INHIBITORS FOR USE IN IMMUNOTHERAPY HISTONE DEACETYLASE INHIBITORS FOR USE IN IMMUNOTHERAPY
BR	PI0611522-5	PI0611522-5	03-Aug-2021	HISTONE DEACETYLASE INHIBITORS
CA	2605050	2605050	21-Jan-2014	HISTONE DEACETYLASE INHIBITORS
CN	200680013647.1	ZL200680013647.1	14-Sep-2011	HISTONE DEACETYLASE INHI
I I	186362 2008-511780	IL 186362	31-Jan-2012 23-Mar-2012	HISTONE DEACETYLASE INHIBITORS
MX	MX/a/2007/013066	268717	28-Jul-2009	HISTONE DEACETYLASE INHI
ZN	562519	562519	08-Mar-2011	HISTONE DEACETYLASE INHIBITORS
US	11/918,237	7,932,246	26-Apr-2011	HISTONE DEACETYLASE INHI
EP	17828565.6			HDAC INHIBITORS FOR USE W
GB	1901327.5	2567362	20-Apr-2022	HDAC INHIBITORS FOR USE WITH NK CELL BASED THERAPIES
2	201780056873.6			HDAC INHIBITORS FOR USE W
TE JP	2019-522629	7158104	13-Oct-2022	HDAC INHIBITORS FOR USE WITH NK CELL BASED THERAPIES
HK	19131057.2			HDAC INHIBITORS FOR USE WITH NK CELL BASED THERAPIES
US	16/924,082	10,953,011	23-Mar-2021	METHODS OF TREATING VIRALLY ASSOCIATED CANCERS WITH HISTONE DEACETYLASE INHIBITORS
EP	20814826.2			METHODS OF TREATING VIRALLY ASSOCIATED CANCERS WITH HISTONE DEACETYLASE INHIBITORS
S	202080055863.2			METHODS OF TREATING VIRALLY ASSOCIATED CANCERS WITH HISTONE DEACETYLASE INHIBITORS

Country	Application Number	Patent Number	Issue Date	Title
JP	2021-570435			METHODS OF TREATING VIRALLY ASSOCIATED CANCERS WITH HISTONE DEACETYLASE INHIBITORS
KR	10-2021-7042700			METHODS OF TREATING VIRALLY ASSOCIATED CANCERS WITH HISTONE DEACETYLASE INHIBITORS
ΜX	MX/a/2021/014639			METHODS OF TREATING VIRALLY ASSOCIATED CANCERS WITH HISTONE DEACETYLASE INHIBITORS
RU	2021138004	2819782	24-May-2024	METHODS OF TREATING VIRALLY ASSOCIATED CANCERS WITH HISTONE DEACETYLASE INHIBITORS
US	17/613,718			METHODS OF TREATING VIRALLY ASSOCIATED CANCERS WITH HISTONE DEACETYLASE INHIBITORS
TW	109117909	I853940	01-Sep-2024	METHODS OF TREATING VIRALLY ASSOCIATED CANCERS WITH HISTONE DEACETYLASE INHIBITORS
HK	62022059595.8			METHODS OF TREATING VIRALLY ASSOCIATED CANCERS WITH HISTONE DEACETYLASE INHIBITORS
US	17/766,643			DOSAGES FOR HDAC TREATMENT WITH REDUCED SIDE EFFECTS
US	18/080,570	11,760,748	19-Sep-2023	HDAC INHIBITOR SOLID STATE FORMS
US	18/364,074	12,012,396	18-Jun-2024	HDAC INHIBITOR SOLID STATE FORMS
ΕP	21887546.6			HDAC INHIBITOR SOLID STATE FORMS
2	202180088245.2			HDAC INHIBITOR SOLID STATE FORMS
JP	2023-525959			HDAC INHIBITOR SOLID STATE FORMS
US	18/034,296			HDAC INHIBITOR SOLID STATE FORMS
TW	110140165			HDAC INHIBITOR SOLID STATE FORMS
Ħ	62023083931.3			HDAC INHIBITOR SOLID STATE FORMS
ΕP	22846572.0			CANCER TREATMENT COMBINATIONS
2	202280063761.4			CANCER TREATMENT COMBINATIONS
JP	2024-502433			CANCER TREATMENT COMBINATIONS
US	18/580,500			CANCER TREATMENT COMBINATIONS
WO	PCT/US2023/077256			DOSING METHODS FOR HDAC INHIBITOR COMPOUNDS
US	63/638,252			HDAC INHIBITOR FORMULATIONS

## EXHIBIT C

## Trademarks

## NONE

Country	Mark Description	Serial/Registration No.	File Date
	And a state of the		

1616030584.2

**RECORDED: 01/23/2025**