

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------------------|----------------|
| Northwest Biotherapeutics, Inc. | 04/02/2012 |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------|
| Name: | Four M Purchasers, LLC |
| Street Address: | 115 E. Stevens Avenue |
| City: | Valhalla |
| State/Country: | NEW YORK |
| Postal Code: | 10595 |

PROPERTY NUMBERS Total: 20

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 5788963 |
| Patent Number: | 5874290 |
| Patent Number: | 5990294 |
| Patent Number: | 6863887 |
| Patent Number: | 7087715 |
| Patent Number: | 6329170 |
| Patent Number: | 6656714 |
| Patent Number: | 6936448 |
| Patent Number: | 7695627 |
| Patent Number: | 7790039 |
| Application Number: | 09016737 |
| Application Number: | 12367308 |
| Application Number: | 11972565 |
| Application Number: | 13019813 |
| Application Number: | 12759552 |

CH \$800.00 5788963

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| Application Number: | 12129549 |
| Application Number: | 12365662 |
| Application Number: | 10789807 |
| Application Number: | 10538226 |
| Application Number: | 12096419 |

CORRESPONDENCE DATA

Fax Number: (973)596-0545
Phone: 9735964500
Email: ipdocket@gibbonslaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Gibbons P.C.
Address Line 1: One Gateway Center
Address Line 4: Newark, NEW JERSEY 07102

| | |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 111262-79930 |
|-------------------------|--------------|

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Robert E. Rudnick |
|--------------------|-------------------|

Total Attachments: 11
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement"), dated as of April 2, 2012 between NORTHWEST BIOTHERAPEUTICS, INC., a Delaware corporation with an office at 4800 Montgomery Lane, Suite 800, Bethesda, Maryland 20814 ("Borrower"), and FOUR M PURCHASERS, LLC, a Delaware limited liability company, with an office at 115 E. Stevens Avenue, Valhalla, New York 10595 ("Secured Party").

WITNESSETH:

WHEREAS, Secured Party and Borrower have entered into a Loan and Security Agreement, dated the date hereof (together with all supplements and amendments thereto and all extensions, renewals, restatements and replacements thereof, the "Loan Agreement"), pursuant to which Secured Party agreed to make a loan (the "Loan") to Borrower;

WHEREAS, Borrower owns all right, title, and interest in and to, among other things, the United States patents, patent licenses, and registrations and applications for the protection of intellectual property, including, but not limited to, those set forth on Exhibit 1 hereto (the "Intellectual Property"); and

WHEREAS, pursuant to the Loan Agreement, in order to secure Borrower's Obligations, Borrower has granted to Secured Party a security interest in the Intellectual Property, as further set forth herein, and Secured Party has requested Borrower to enter into this Agreement to evidence further such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Secured Party to make any loans and advances to Borrower, Borrower hereby grants to Secured Party a security interest in:

- (a) the Intellectual Property;
- (b) all extensions, renewals, continuations, re-issues, divisions, and continuations-in-part of the Intellectual Property;
- (c) all rights to sue for past, present and future infringements of the Intellectual Property;
- (d) all proceeds, including, without limitation, license royalties and proceeds of infringement suits, based on the Intellectual Property;
- (e) all licenses and other agreements under which Borrower is licensor of the Intellectual Property, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Intellectual Property;
- (f) all formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Borrower's products under, or utilizing the Intellectual Property; and

- (g) all products and proceeds of the foregoing, in any form, including, without limitation, all claims against third parties for loss or damage to or destruction of any or all of the foregoing.

All of the foregoing items set forth in clauses (a) through (g), together with all products and proceeds thereof, are hereinafter referred to collectively as the "Collateral."

Borrower hereby covenants with Secured Party as follows:

1. Borrower's Obligations. Borrower agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Secured Party shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Secured Party relating to the Collateral, nor shall Secured Party be required to perform any covenant, duty, or obligation of Borrower arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Borrower represents and warrants to Secured Party that: (a) Borrower is the owner or licensee of the Collateral, and no adverse claims have been made and are outstanding with respect to its title to or the validity of the Collateral; (b) the Intellectual Property includes only the patents in which Borrower has any or all right, title and interest; (c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Borrower as licensor), except for Secured Party's interests granted hereunder; and (d) when this Agreement is filed in the United States Patent and Trademark Office and the Secured Party has taken the other actions contemplated in this Agreement and the Loan Agreement, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Secured Party, enforceable against Borrower and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Borrower will use commercially reasonable judgment and commercially reasonable efforts to maintain and renew all items of Collateral and all registrations of the Collateral and will use commercially reasonable efforts to defend the Collateral against the claims of third parties other than pursuant to licenses, partnering or other agreements with Borrower.

4. Use Prior to Default. Effective until Secured Party's exercise of its rights and remedies upon an Event of Default under and as defined in the Loan Agreement (an "Event of Default"), Borrower shall have the right to use the Collateral and make, use and sell the inventions disclosed and claimed in the Intellectual Property in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement and this Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Secured Party shall have all the rights and remedies granted to it in such event by the Loan Agreement, which rights and remedies are specifically incorporated herein by reference

and made a part hereof, and any and all rights and remedies of law available to Secured Party. Secured Party in such event may collect directly any payments due to Borrower in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement. Borrower agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Intellectual Property and Future Intellectual Property. In the event Borrower fails or refuses to execute and deliver such documents, Borrower hereby irrevocably appoints Secured Party as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Borrower's behalf.

6. Special Power of Attorney. Concurrently with the execution and delivery hereof, Borrower shall execute and deliver to the Secured Party, in the form of Exhibit 2 hereto, five (5) originals of a Special Power of Attorney for the implementation of the assignment, sale or other disposal of the Intellectual Property pursuant to Section 5. Borrower hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or with respect to any actions reasonably taken or omitted to be taken by Secured Party under the powers of attorney granted therein, other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of Secured Party, as determined by a final, non-appealable order of a court of competent jurisdiction.

7. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to give effect to the provisions of the Loan Agreement or any other agreement or instrument relating to the Loan thereunder and delivered in connection therewith.

8. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived at the request of Borrower, without the prior written consent of Secured Party.

9. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any other party. No waiver by Secured Party of any breach or default by Borrower shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

10. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Borrower except as provided in the Loan Agreement.

11. Further Acts. Borrower shall have the duty to use commercially reasonable judgment and commercially reasonable efforts in connection with prosecution of any patent

application included in the Intellectual Property, until the Obligations shall have been paid in full. Any expenses incurred in connection with such applications shall be borne by Borrower.

12. Release. At such time as the Loan pursuant to the Loan Agreement has been paid and performed in full, and the Loan Agreement shall have been terminated, Secured Party will execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to release Borrower's lien in the Collateral, subject to any dispositions thereof which may have been made by Secured Party pursuant hereto. In the event Secured Party fails or refuses to execute and deliver such documents, Secured Party hereby irrevocably appoints Borrower as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Secured Party's behalf.

13. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

14. Notices. All notices, requests and demands to or upon Borrower or Secured Party under this Agreement shall be given in the manner, and shall be effective, as prescribed by the Loan Agreement.

15. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to patents and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

NORTHWEST BIOTHERAPEUTICS, INC.,
Borrower

By: Linda F Powers
Name: Linda F Powers
Title: CEO

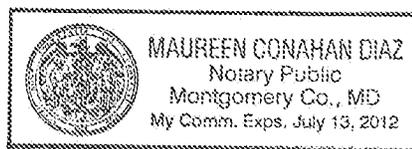
FOUR M PURCHASERS, LLC, Secured Party

By: _____
Name: Dennis Mehiel
Title: Managing Member

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

On the two day of APRIL, 2012 before me personally came LINDA F. POWERS to me known, who being by me duly sworn, did depose and say that he/she is the CEO of NORTHWEST BIOTHERAPEUTICS, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Maureen Conahan Diaz
Notary Public



application included in the Intellectual Property, until the Obligations shall have been paid in full. Any expenses incurred in connection with such applications shall be borne by Borrower.

12. Release. At such time as the Loan pursuant to the Loan Agreement has been paid and performed in full, and the Loan Agreement shall have been terminated, Secured Party will execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to release Borrower's lien in the Collateral, subject to any dispositions thereof which may have been made by Secured Party pursuant hereto. In the event Secured Party fails or refuses to execute and deliver such documents, Secured Party hereby irrevocably appoints Borrower as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Secured Party's behalf.

13. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

14. Notices. All notices, requests and demands to or upon Borrower or Secured Party under this Agreement shall be given in the manner, and shall be effective, as prescribed by the Loan Agreement.

15. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to patents and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

NORTHWEST BIOTHERAPEUTICS, INC.,
Borrower

By: _____

Name:

Title:

FOUR M PURCHASERS, LLC, Secured Party

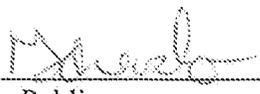
By: _____

Name: Dennis Mehl

Title: Managing Member

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 2nd day of April, 2012, before me personally came Dennis Mehiel, to me known, who being by me duly sworn, did depose and say that he/she is a Managing Member of FOUR M PURCHASERS, LLC, the limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Members of said company.



Notary Public

GERALDINE AREVALO
NOTARY PUBLIC STATE OF NEW YORK
PUTNAM COUNTY
LIC. #01ARS178858
COMM. EXP. 12/24/2011

EXHIBIT 1
LIST OF PATENTS

| <u>Country</u> | <u>Patent Number</u> | <u>Title</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|----------------|----------------------|---|--------------------------|------------------------|
| USA | 5,788,963 | Isolation and/or Preservation of Dendritic Cells for Prostate Cancer Immunotherapy | 08/04/1998 | 07/31/2015 |
| USA | 5,874,290 | Nucleotide and Amino Acid Sequences of a D2-2 Gene Associated With Brain Tumors and Methods Based Therein | 02/23/1999 | 11/08/2016 |
| USA | 5,990,294 | Nucleotide and Amino Acid Sequences of C4-2, a Tumor Suppressor Gene, and Methods of Use Thereof | 11/23/1999 | 11/08/2016 |
| USA | 6,863,887 | Therapeutic and Diagnostic Applications Based on the Role of the CXCR-4 Gene in Tumorigenesis | 03/08/2005 | |
| USA | 7,087,715 | Human Paris-1 Antigen and Nucleic Acids Diagnostic and Therapeutic Uses | 08/08/2006 | 09/13/2022 |
| USA | 6,329,170 | Nucleic Acids & Proteins of a Rat Ganglioside GMI-Specific Alpha-2Fucosyltransferase and Uses Thereof | 12/11/2001 | 04/23/2019 |
| USA | 6,656,714 | Nucleic Acids & Proteins of a Rat Ganglioside GMI-Specific Alpha-2Fucosyltransferase and Uses Thereof | 12/02/2003 | 10/03/2019 |
| USA | 6,936,448 | Nucleic Acids & Proteins of a Rat Ganglioside GMI-Specific Alpha-2Fucosyltransferase and Uses Thereof | 08/30/2005 | 04/23/2019 |
| USA | 7,695,627 | Tangential Flow Filtration Devices and Methods for Leukocyte Enrichment | 04/13/2010 | |
| USA | 7,790,039 | Tangential Flow Filtration Devices and Methods for Stem Cell Enrichment | 09/07/2010 | 08/17/2028 |
| | | | | |

LIST OF PATENT APPLICATIONS

| Country | Application Number | Application Date | Title |
|---------|--------------------|------------------|---|
| USA | 09/016,737 | 01/30/1998 | Isolation and/or Preservation of Dendritic cells for Prostate Cancer Immunotherapy |
| USA | 12/367,308 | 02/06/2009 | Therapeutic and Diagnostic Applications Based on the Role of the CXCR-4 Gene in Tumorigenesis |
| USA | 11/972,565 | 01/10/2008 | Method to Increase Class I Presentation of Exogenous Antigens by Human Dendritic Cells |
| USA | 13/019,813 | 02/02/2011 | Connexin Enhances Chemotherapy-Induced Apoptosis in Human Cancer Cells Inhibiting Tumor Cell Proliferation |
| USA | 12/759,552 | 04/13/2010 | Tangential Flow Filtration Devices and Methods for Leukocyte Enrichment |
| USA | 12/129,549 | 05/29/2008 | Compositions and Methods for Priming Monocytic Dendritic Cells and T Cells for TH-1 Response |
| USA | 12/365,662 | 02/04/2009 | Quality Assays for Antigen Presenting Cells |
| USA | 10/789,807 | 02/27/2004 | Generation of Dendritic Cells from Monocytic Dendritic Precursor Cells with GM-CSF in the Absence of Additional Cytokines |
| USA | 10/538,226 | 06/06/2005 | Administration of Dendritic Cells Partially Matured In Vitro for the Treatment of Tumors |
| USA | 12/096,419 | 06/06/2008 | Compositions and Methods for Inducing the Activation of Immature Monocytic Dendritic Cells |
| | | | |

EXHIBIT 2
SPECIAL POWER OF ATTORNEY

STATE OF MARYLAND)
):ss
COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS, THAT NORTHWEST BIOTHERAPEUTICS, INC., a Delaware corporation with its principal office at 4800 Montgomery Lane, Suite 800, Bethesda, Maryland 20814 (hereinafter called "Borrower"), hereby appoints and constitutes FOUR M PURCHASERS, LLC, a Delaware limited liability company (hereinafter called "Secured Party"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower, in the event of default by Borrower under that certain Loan and Security Agreement dated as of April __, 2012, by and between Borrower and Secured Party (the "Loan Agreement"):

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Borrower in and to any letters patent included in the Collateral as defined in the Loan Agreement, and all registrations, recordings, reissues, continuations, continuations-in-part, and extensions thereof, and all pending applications included therein, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Secured Party may in its sole discretion determine.

This power of attorney is made pursuant to a Patent Security Agreement, dated the date hereof, between Borrower and Secured Party, and takes effect solely for the purposes of Section 5 thereof and is subject to the conditions thereof and may not be revoked until the payment in full of the "Loan" as defined in the Patent Security Agreement.

Dated: April __, 2012

NORTHWEST BIOTHERAPEUTICS, INC.

By: _____
Name:
Title:

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

On the ___ day of April, 2012 before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she is the _____ of NORTHWEST BIOTHERAPEUTICS, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public