## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM493599

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Abbott Laboratories		10/11/2018	Corporation:

#### **RECEIVING PARTY DATA**

Name:	EPiX Therapeutics, Inc., formerly Advanced Cardiac Therapeutics, Inc.		
Street Address:	2880 Lakeside Drive, Suite 250		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Serial Number:	86351812	ACT ADVANCED CARDIAC THERAPEUTICS	
Serial Number:	87036983	DIAMONDTEMP	
Serial Number:	87036987	DIAMOND	

#### **CORRESPONDENCE DATA**

Fax Number: 4159472099

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: 4159472000

Email: qluflood@wsgr.com

**Correspondent Name:** WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL

ONE MARKET, SPEAR TOWER, SUITE 3300 Address Line 1:

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	34997.000
NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	10/11/2018

#### **Total Attachments: 10**

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> **TRADEMARK** REEL: 006505 FRAME: 0627

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# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This Release of Security Interest in Trademark Collateral, dated as of October 11, 2018, is made by Abbott Laboratories (the "Secured Party"), in favor of EPiX Therapeutics, Inc., formerly Advanced Cardiac Therapeutics, Inc. (the "Grantor").

Reference is made to the Intellectual Property Security Agreement dated as of October 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantor in favor of the Secured Party.

For good and valuable consideration, receipt of which is hereby acknowledged:

- without any representation or warranty as to whether the Grantor owns the trademarks, service marks, collective membership marks and trademark applications identified on Schedule 2 to the Security Agreement or otherwise identified to the Secured Party pursuant to the terms of the Security Agreement, whether the Grantor granted a security interest in favor of the Secured Party or whether the Secured Party is registered as the secured party with the United States Patent and Trademark Office, the Secured Party hereby releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of the Secured Party pursuant to the Security Agreement in the collateral described in the Security Agreement, including those trademarks, service marks, collective membership marks and trademark applications (a) identified on Schedule 2 to the Security Agreement, (b) pursuant to which a security interest in trademarks, service marks, collective membership marks and trademark applications was recorded with the US Patent and Trademark Office as set forth on Exhibit A hereto or (c) otherwise identified to the Secured Party pursuant to the terms of the Security Agreement and all products and proceeds of the foregoing, without recourse or representation or warranty, express or implied of any kind; and
- upon the request of the Grantor or any successor in interest or assignee thereof, and at the expense of the Grantor, the Secured Party shall execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the Grantor, or any successor in interest or assignee thereof, to effectuate the release of interests contemplated herein.

Executed as of the date first above written.

ABBOTT LABORATORIES

By: /Wat 5. O'Mean Name: Robert 5 O'Meane Title: Servicon Curved

## EXHIBIT A

## Trademarks

(See attached)

Secured Party's security interest recorded at the US Patent and Trademark Office on January 10, 2017 at Reel Number 005963 and Frame Number 0380.

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of October 11, 2016 (this "Agreement"), is made by Advanced Cardiac Therapeutics, Inc., a Delaware corporation (the "Grantor"), in favor of Abbott Laboratories (the "Secured Party" and, together with the Grantor, the "Parties" and each, a "Party").

The Grantor is party to the Security Agreement dated as of October 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantor in favor of the Secured Party pursuant to which the Grantor granted a security interest to the Secured Party in certain of its assets.

The Grantor is executing and delivering this Agreement for recording with national, federal and state governmental authorities, including the United States Patent and Trademark Office and the United States Copyright Office.

In consideration of the foregoing and the mutual agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

- 1. <u>Confirmation of Security Interest</u>. The Grantor confirms that, pursuant to the Security Agreement, it granted to the Secured Party a security interest in all of its right, title and interest in, to and under all of the property described therein, whether now existing or hereafter from time to time acquired and wherever located, including the items listed on <u>Schedule 1</u>, <u>Schedule 2</u> and <u>Schedule 3</u>.
- 2. <u>Acknowledgement</u>. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interests in the property described in <u>Section 1</u> are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement control. The Security Agreement (and all rights and remedies of the Secured Party thereunder) remains in full force and effect in accordance with its terms.
- 3. <u>Recordation</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office and the United States Copyright Office. The Grantor authorizes any government officials to record and register this Agreement upon request by the Secured Party.
- 4. <u>Authorization to Supplement</u>. The Grantor authorizes the Secured Party to modify this Agreement by amending <u>Schedule 1</u>, <u>Schedule 2</u> or <u>Schedule 3</u> to include any registrations of and applications for registration or issuance for the Grantor's patents, trademarks or copyrights not previously set forth on such schedules and that are otherwise subject to the Security Agreement. Notwithstanding the foregoing, no failure to modify this Agreement or amend <u>Schedule 1</u>, <u>Schedule 2</u> or <u>Schedule 3</u> in any way affects, invalidates or detracts from the Secured Party's continuing security interest in any property subject to the Security Agreement, whether or not listed on <u>Schedule 1</u>, <u>Schedule 2</u> or <u>Schedule 3</u>.
- 5. <u>Successors and Assigns</u>. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns. Nothing in this

Agreement, expressed or implied, may be construed to confer upon any person or entity (other than the parties hereto, their respective successors and permitted assigns) any legal or equitable right, remedy or claim under or by reason of this Agreement.

6. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which constitutes an original, but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission is as effective as delivery of a manually executed counterpart of this Agreement.

(Signature page(s) follow)

NAI-1502167760v1 2

ADVANCED CARDIAC THERAPEUTICS, INC.

By:

Name: Doug Koo

Title: Chief Financial Officer

ABBOTT LABORATORIES

By:\_\_\_ Name: Title:

The Parties have executed and delivered this Agreement as of the date first above written.

[Signature Page to Intellectual Property Security Agreement]

The Parties have executed and delivered this Agreement as of the date first above written.

ADVANCED CARDIAC THERAPEUTICS INC.
By:
Name:
Title:
ABBOTT LABOYATORIES
ву:
Name: John M. Capek
Title: Executive Vice President, Ventures

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

# Patent Registrations/Applications

Country	Status	Application No. Filing Date	Patent No. Issue Date
PCT	Pending	PCT/US15/61419 11/18/15	
US	Pending	15/179,855 06/10/16	
US	Pending	15/179,655 06/10/16	
US	Pending	15/214,358 07/19/16	
US	Pending	15/214,376 07/19/16	
US	Pending	62/243,289 10/19/15	
PCT	Pending	PCT/US15/61311 11/18/15	
US	Pending	15/179,689 06/10/16	
PCT	Pending	PCT/US15/61353 11/18/15	
US	Pending	15/179,891 06/10/16	
PCT	Pending	PCT/US15/61360 11/18/15	
US	Pending	15/179,861 06/10/16	
US	Pending	62/308,461 03/15/16	
US	Pending	62/315,661 03/30/16	
US	Pending	62/323,502 04/15/16	
US	lssued	12/483,407 06/12/09	8,206,380 06/26/12
US	Pending	13/142,865 371(c) Date 09/16/11	
PCT	Pending	PCT/US15/61347 11/18/15	

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# Co-Owned:

Country	Status	Application No. Filing Date	Patent No. Issue Date
US	Issued	13/368,112 02/07/12	8,926,605 01/06/15
US	Issued	14/274,407 05/09/14	8,932,284 01/13/15
US	Issued	13/418,136 03/12/12	9,226,791 01/05/16
US	Issued	14/274,431 05/09/14	8,961,506 02/24/15
US	Pending	14/987,614 01/04/16	
US	lssued	14/285,337 05/22/14	9,277,961 03/08/16
US	Pending	15/063,380 03/07/16	
US	lssued	13/486,889 06/01/12	<b>8,9</b> 54,161 <b>02</b> /10/15
US	Issued	14/274,438 05/09/14	9,014,814 04/21/15
US	Pending	14/689,373 04/17/15	
US	Pending	15/074,935 03/1 <b>8</b> /16	
PCT	Pending	PCT/US15/61340 11/18/15	

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## SCHEDULE 2

# Trademark Registrations/Applications

Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
DIAMONDTEMP	US	87/036983 05/13/16	
DIAMOND	US	87/036987 05/13/16	
(ACT ADVANCED CARDIAC THERAPEUTICS & Design)	US	86/351812 07/29/14	

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# SCHEDULE 3

# Copyright Registrations/Applications

None.

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RECORDED: 00/10/2018