

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485829

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ablacon Inc.		08/10/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EPiX Therapeutics, Inc.		
<b>Street Address:</b>	2880 Lakeside Drive		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87440139	EGF	
<b>Serial Number:</b>	87839825	ABLACLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9498519348		
<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>			
<b>Phone:</b>	9498510633		
<b>Email:</b>	sbro@mwe.com		
<b>Correspondent Name:</b>	Sarah E. Bro		
<b>Address Line 1:</b>	4 Park Plaza, Suite 1700		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	103236-0016		
<b>NAME OF SUBMITTER:</b>	Sarah E. Bro		
<b>SIGNATURE:</b>	/sarah e. bro/		
<b>DATE SIGNED:</b>	08/13/2018		
<b>Total Attachments: 27</b>			
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**ABLACON INC.**

**5% Senior Secured Convertible Note**

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**SECURITY AGREEMENT**  
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**Dated as of August 10, 2018**

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## SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of August 10, 2018, is made by Ablacon Inc., a Delaware corporation (the “**Company**”), in favor of EPiX Therapeutics, Inc, a Delaware corporation (the “**Holder**”).

### WITNESSETH:

WHEREAS, the Company, as borrower, has executed and issued to Holder a 5% Senior Secured Convertible Note (the “**Note**”) pursuant to that certain Option Agreement of even date herewith among the Company, the Holder and the Sellers party thereto (the “**Option Agreement**”), pursuant to which the Holder agreed to provide loans to the Company as evidenced by the Note; and

WHEREAS, it is a condition precedent to the obligation of the Holder to make the loans evidenced by the Note that the Company shall have executed and delivered this Agreement to the Holder.

NOW, THEREFORE, in consideration of the premises and to induce the Holder to enter into the Option Agreement, the Company hereby agrees with the Holder as follows:

### SECTION 1 DEFINED TERMS

#### 1.1 Definitions.

(a) Unless otherwise defined herein, terms defined in the Option Agreement and used herein shall have the meanings given to them in the Option Agreement, and the following terms which are defined in the Code are used herein as so defined: Accounts, Chattel Paper, Deposit Accounts, Document, Equipment, Goods, Instruments, Inventory, Investment Property, Letter of Credit Rights, Money, Investment Related Property, Commercial Tort Claims, Records and Software.

(b) The following terms shall have the following meanings:

“**Agreement**”: this Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

“**Code**”: the Uniform Commercial Code as in effect from time to time in the applicable jurisdiction.

“**Collateral**”: as defined in Section 2.

“**Collateral Account**”: any collateral account established by the Holder as provided in Section 5.1 or Section 5.3.

“**Event of Default**” shall have the meaning assigned to such term in the Note issued under the Option Agreement.

**“Excluded Property”**: as defined in Section 2.

**“General Intangibles”**: all “general intangibles” as such term is defined in Section 9.102 of the Code and, in any event, including, without limitation, with respect to the Company, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which the Company is a party or under which the Company has any right, title or interest or to which the Company or any property of the Company is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of the Company to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of the Company to damages arising thereunder and (iii) all rights of the Company to perform and to exercise all remedies thereunder, in each case to the extent the grant by the Company of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate the Company to obtain such consents); provided, that, the foregoing limitation shall not affect, limit, restrict or impair the grant by the Company of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

**“Lien”**: means any interest in property securing an obligation owed to, or a claim by, a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including but not limited to the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term **“Lien”** shall include easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations.

**“Obligations”**: means all obligations of the Company to pay principal, interest and any other amounts under the Note and the Option Agreement (and each of the agreements delivered thereunder).

**“Patents”**: as defined in Section 2.

**“Permitted Liens”**: means Liens described in Schedule 1.1(c).

**“Proceeds”**: all “proceeds” as such term is defined in Section 9.102 of the Code.

**“Receivable”**: the collective reference to any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

1.2 Other Definitional Provisions.

(a) The words “**hereof**,” “**herein**,” “**hereto**” and “**hereunder**” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to the Company, shall refer to the Company’s Collateral or the relevant part thereof.

**SECTION 2**  
**GRANT OF SECURITY INTEREST**

The Company hereby pledges, assigns and transfers to the Holder, and hereby grants to the Holder, a security interest in, all of the following property now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the “**Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all Fixtures;
- (g) all General Intangibles;
- (h) all Goods (including, without limitation, Inventory and Equipment);
- (i) Instruments;
- (j) all insurance policies covering any or all of the Collateral (regardless of whether any Holder is the loss payee thereof) and any key man life insurance policies;
- (k) all right, title and interest in or relating to intellectual property and industrial property, whether arising under the laws of the United States or any other country or any political subdivision thereof or multinational laws or any other requirement of law, including (a) all copyrights, mask work rights, database rights and design rights, whether registered or



unregistered and whether published or unpublished, all registrations and recordings thereof and all applications in connection therewith, together with all renewals, continuations, reversions and extensions thereof and all rights to obtain such renewals, continuations, reversions and extensions (“**Copyrights**”), (b) all letters patent, all applications for such letters patent and all divisionals, continuations and continuations-in-part thereof, together with all reissues, reexaminations, renewals and extensions thereof and all rights to obtain such reissues, reexaminations, renewals, extensions, divisionals, continuations and continuations-in-part (including, without limitation, as described in Schedule 1.1(b)) (“**Patents**”), (c) all trademarks, trade names, corporate names, Internet domain names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (and, in each case, all goodwill associated therewith and all registrations and recordings thereof and all applications in connection therewith), together with all renewals and extensions thereof and all rights to obtain such renewals and extensions (“**Trademarks**”), (d) all trade secrets and confidential and proprietary information (“**Trade Secrets**”), (e) all Contractual Obligations and other agreements, whether written or oral, providing for the grant of any right under any of the foregoing (including the grant of any right to use, copy, publicly perform, create derivative works, manufacture, distribute, exploit or sell materials derived from any of the copyrights and related items described in clause (a) above and the grant of any right to manufacture, have manufactured, use, import, sell or offer for sale any invention covered in whole or in part by any patent and related items described in clause (b) above) and (f) all income, royalties, proceeds, damages and other obligations now or hereafter due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(l) all Inventory;

(m) all Investment Property and 100% of the issued and outstanding equity interests (including shares of capital stock and interests in any general partnership, limited partnership, limited liability partnership and limited liability company) that is directly owned by the Company, including the equity interests in any direct or indirect subsidiaries of the Company, in each case together with the certificates (or other agreements or instruments), if any, representing such equity interests, and all options and other rights, contractual or otherwise, with respect thereto;

(n) all Letter of Credit Rights;

(o) all Money;

(p) all Receivables and original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables and all other written or non-written forms of information related in any way to the foregoing or any Receivable;

(q) all Commercial Tort Claims;

(r) to the extent not otherwise included above, all other personal property of any kind and all books, records, ledger cards, files, correspondence, customer lists, supplier lists,

blueprints, technical specifications, manuals, computer software and related documentation, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(s) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

In this Section 2, all capitalized terms used herein and not otherwise defined in the Option Agreement shall have the meaning given to them in the Code (and, if defined in more than one Article of the Code, shall have the meaning given in Article 9 thereof).

### **SECTION 3** **REPRESENTATIONS AND WARRANTIES**

To induce the Holder to enter into the Option Agreement and to induce the Holder to make a loan to the Company under the Note, the Company hereby represents and warrants to the Holder that:

3.1 Title; No Other Liens. Except for the Permitted Liens, the Company owns its respective items of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Holder, pursuant to this Agreement or as are filed to perfect or secure any other Permitted Liens.

3.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on Schedule 3.2 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Holder in completed and duly executed or authorized form and each financing statement naming the Company as a debtor is in appropriate form for filing in the appropriate filing office) will constitute valid perfected security interests in all of the Collateral in favor of the Holder, as collateral security for the Obligations, enforceable in accordance with the terms hereof against all creditors of the Company and any Persons purporting to purchase any Collateral from the Company and (b) are prior to all other Liens (other than Permitted Liens) on the Collateral in existence on the date hereof.

3.3 Organizational Information. On the date hereof, the Company's jurisdiction of incorporation, formation or organization, as applicable, organizational identification number, federal tax identification number and the location of the Company's chief executive office or sole place of business are specified on Schedule 3.3. All Collateral consisting of Inventory, Equipment and Fixtures is (or will be) located at the locations specified in Schedule 3.3.

3.4 Receivables. No amount payable to the Company under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper in excess of \$25,000 which has not been delivered to the Holder. The places where the Company keeps its books and records concerning its Accounts and other Collateral are listed on Schedule 3.3 or such other location or

locations of which the Company shall have provided prior written notice to the Holder pursuant to Section 4.3.

3.5 Solvency. The Company (i) is not insolvent as of the date hereof and will not be rendered insolvent as a result of this Agreement, (ii) is not engaged in a business or a transaction, or about to engage in a business or a transaction, for which any property or assets remaining with it constitute unreasonably small capital, and (iii) does not intend to incur, or believe it will incur, debts that will be beyond its ability to pay as such debts mature.

3.6 Authorization of Agreement; No Conflict. The Company has the right, power and authority and has taken all necessary corporate and other actions to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by a duly authorized officer of the Company and this Agreement constitutes the legal, valid and binding obligation of the Company enforceable in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and the availability of equitable remedies. The execution, delivery and performance by the Company of this Agreement shall not violate any provision of applicable law or any agreement to which the Company is a party or the Collateral is subject and will not result in the creation or imposition of any Lien, other than a favor of the Holder, upon or with respect to any assets or revenues of the Company.

3.7 Accounts. Each existing Account constitutes, and each hereafter arising Account will constitute, the legally valid and binding obligation of the Account debtor.

3.8 Deposit Accounts. As of the date hereof, all Deposit Accounts owned by the Company are listed on Schedule 3.8.

3.9 Subsidiaries. The Company has no subsidiaries and no investment or interest in any other Person.

#### **SECTION 4** **COVENANTS**

The Company covenants and agrees with the Holder that, from and after the date of this Agreement until the Obligations shall have been paid in full:

4.1 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper having a value in excess of \$25,000, such Instrument or Chattel Paper shall be immediately delivered to the Holder, duly indorsed in a manner reasonably satisfactory to the Holder, to be held as Collateral pursuant to this Agreement.

4.2 Maintenance of Perfected Security Interest; Further Documentation.

(a) The Company shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 3.2

and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) The Company will furnish to the Holder from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Holder may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Holder, and at the sole expense of the Company, the Company will promptly and duly execute, deliver and/or have recorded with appropriate agencies such further instruments and documents and take such further actions as the Holder may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filings of documents with the United States Patent and Trademark Office and the filing of any financing or continuation statements under the Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby.

4.3 Changes in Locations, Name, Etc. The Company will not, except upon 30 days' prior written notice to the Holder and delivery to the Holder of all additional financing statements (executed if necessary) and other documents reasonably requested by the Holder to maintain the validity, perfection and priority of the security interests provided for herein:

(a) change the location of its chief executive office or sole place of business from that referred to in Section 3.3;

(b) change its jurisdiction of incorporation, formation or organization, as applicable;

(c) change its name, identity or corporate structure to such an extent that any financing statement filed by the Holder in connection with this Agreement would become misleading; or

(d) permit any Deposit Account to be held by a depository bank other than the depository bank that held such Deposit Account as of the date hereof as set forth on Schedule 3.8.

4.4 Notices. The Company will advise the Holder promptly, in reasonable detail, of (a) any Lien (other than a Permitted Lien) on any of the Collateral which would adversely affect the ability of the Holder to exercise any of its remedies hereunder, and (b) the acquisition of any Commercial Tort Claim or Deposit Account.

4.5 Receivables. Other than in the ordinary course of business, the Company will not, except as approved by the Holder, (a) compromise or settle any Receivable for less than the full amount thereof, (b) release, wholly or partially, any Person liable from the payment of any Receivable, (c) allow any material credit or discount whatsoever on any Receivable, or (d) amend, supplement or modify any Account in any manner that could adversely affect the value thereof.

4.6 Control. Upon the request of the Holder, the Company shall use its reasonable effects to cause each depository bank holding a Deposit Account to effectuate and deliver a control agreement in form and substance reasonably acceptable to the Holder.

4.7 Subsidiary. The Company shall not form or acquire a Subsidiary without the prior consent of the Holder.

4.8 Post-Closing. On or before August 17, 2018, Company shall deliver or cause to be delivered to Holder, the following original stock certificates of Company together with an original Stock Power and Irrevocable Proxy related thereto duly executed by the holders of such stock certificates: (i) Stock Certificate No. C-2 of Company issued to Albacon SA, representing 400,000 shares of common stock of Company, (ii) Stock Certificate No. C-3 of Company issued to Albacon SA, representing 400,000 shares of common stock of Company, (iii) Stock Certificate No. C-4 of Company issued to Francesca Stingele, representing 3,600,000 shares of common stock of Company, and (iv) Stock Certificate No. C-5 of Company issued to Peter Ruppertsberg, representing 3,600,000 shares of common stock of Company.

## **SECTION 5** **REMEDIAL PROVISIONS**

### 5.1 Certain Matters Relating to Receivables.

(a) After the occurrence and during the continuation of an Event of Default, the Company hereby authorizes the Holder to collect the Company's Receivables, and the Holder may curtail or terminate said authority at any time. If required by the Holder at any time after the occurrence of and during the continuation of an Event of Default, any Proceeds constituting collections of such Receivables, when collected by the Company, (i) shall be forthwith (and, in any event, within two business days) deposited by the Company in the exact form received, duly indorsed by the Company to the Holder if required, in a Collateral Account maintained under the sole dominion and control of the Holder, subject to withdrawal by the Holder for their own account only as provided in Section 5.4, and (ii) until so turned over, shall be held by the Company in trust for the Holder, segregated from other funds of the Company. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit. All Proceeds constituting collections of Receivables while held by the Collateral Account bank (or by the Company in trust for the benefit of the Holder) shall continue to be collateral security for the Obligations of the Company and shall not constitute payment thereof until applied as hereinafter provided. At any time when an Event of Default has occurred and is continuing, at the Holder's election, the Holder may apply all or any part of the funds on deposit in the Collateral Account established by

the Company to the payment of the Obligations of the Company then due and owing, such application to be made as set forth in Section 5.4 of this Agreement.

(b) At the Holder's request at any time after the occurrence and during the continuation of an Event of Default, the Company shall deliver to the Holder all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Company's Receivables, including, without limitation, all original orders, invoices and shipping receipts.

## 5.2 Communications with Obligors; the Company Remains Liable.

(a) The Holder in its own name or in the name of others may at any time after the occurrence of and during the continuation of an Event of Default communicate with obligors under the Accounts to verify with them to the Holder's reasonable satisfaction the existence, amount and terms of any Accounts.

(b) Upon the request of the Holder at any time after the occurrence of and during the continuation of an Event of Default, the Company shall notify the obligors on the Accounts that the Accounts have been assigned to the Holder and that payments in respect thereof shall be made directly to the Holder.

(c) Anything herein to the contrary notwithstanding, the Company shall remain liable under each of its Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. The Holder shall not have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Holder of any payment relating thereto, nor shall the Holder be obligated in any manner to perform any of the obligations of the Company under or pursuant to any Account (or any agreement giving rise thereto) to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.3 Proceeds to be Turned Over To Holder. In addition to the rights of the Holder specified in Section 5.1 and Section 5.2 with respect to payments of Receivables and Accounts, if an Event of Default shall occur and be continuing, all Proceeds received by the Company consisting of cash, checks and other near-cash items shall be held by the Company in trust for the Holder segregated from other funds of the Company, and shall, at the request of the Holder, forthwith upon receipt by the Company, be turned over to the Holder in the exact form received by the Company (duly indorsed by the Company to the Holder, if required). All Proceeds received by the Holder hereunder shall be held by the Holder in a Collateral Account maintained under their sole dominion and control. All Proceeds while held by the Holder in a Collateral Account (or by the Company in trust for the Holder) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 5.4.

5.4 Application of Proceeds. At any time after the occurrence of and during the continuation of an Event of Default, at the Holder's election, the Holder may apply all or any part of Proceeds of the Company held in any Collateral Account in payment of the Obligations of the Company in such order as the Holder may elect, and any part of such funds which the Holder elect not so to apply and deem not required as collateral security for such Obligations shall be paid over from time to time by the Holder to the Company or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations shall have been paid in full shall be paid over to the Company or to whomsoever may be lawfully entitled to receive the same.

5.5 Code and Other Remedies.

(a) If an Event of Default shall occur and be continuing, the Holder may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code or any other applicable law or otherwise available at law or equity. Without limiting the generality of the foregoing, the Holder, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Company or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Holder or elsewhere upon such commercially reasonable terms and conditions as they may deem advisable and at such commercially reasonable prices as they may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Holder shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby waived and released to the fullest extent permitted under applicable law. The Company further agrees, at the Holder's request, to assemble the Collateral and make it available to the Holder at places which the Holder shall reasonably select, whether at the Company's premises or elsewhere. Any such sale or transfer by the Holder either to themselves or to any other Person shall, to the fullest extent permitted under applicable law, be absolutely free from any claim of right by the Company, including any equity or right of redemption, stay or appraisal which the Company has or may have under any rule of law, regulation or statute now existing or hereafter adopted. Upon any such sale or transfer, the Holder shall have the right to deliver, assign and transfer to the purchaser or transferee thereof the Collateral so sold or transferred. The Holder shall apply the net proceeds of any action taken by them pursuant to this Section 5.5 with respect to the Collateral of the Company, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of such Collateral or in any way relating to such Collateral or the rights of the Holder hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations of the Company, in such order as the Holder may elect, and only after such application and after the payment by the Holder of any other amount required by any provision of law, including, without limitation, Section 9.608(a)(1) of the Code, need the Holder account

for the surplus, if any, to the Company. To the extent permitted by applicable law, the Company waives all claims, damages and demands it may acquire against the Holder arising out of the exercise by any of them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

(b) In the event that the Holder elect not to sell certain of the Collateral of the Company, the Holder retain their rights to dispose of or utilize such Collateral or any part or parts thereof in any manner authorized or permitted by law or in equity, and to apply the proceeds of the same towards payment of the Obligations. Each and every method of disposition of the Collateral described in this Agreement shall constitute disposition in a commercially reasonable manner.

(c) The Holder may appoint any Person as agent to perform any act or acts necessary or incident to any sale or transfer of the Collateral.

5.6 Waiver; Deficiency. The Company shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Holder to collect such deficiency.

5.7 Non-judicial Enforcement. The Holder may enforce their rights hereunder without prior judicial process or judicial hearing, and to the extent permitted by law, the Company expressly waives any and all legal rights which might otherwise require the Holder to enforce their rights by judicial process.

## **SECTION 6** **MISCELLANEOUS**

6.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified without the prior written consent of the Holder.

6.2 Notices. All notices, requests and demands to or upon the Holder or the Company hereunder shall be effected in the manner provided for in the Option Agreement.

6.3 No Waiver by Course of Conduct; Cumulative Remedies. The Holder shall not, by any act (except by a written instrument pursuant to Section 6.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Holder, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Holder of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Holder would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.



6.4 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Company and shall inure to the benefit of the Holder and their successors and assigns. The Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Holder. Holder may assign any or all of its rights and interests hereunder to one or more of its Affiliates.

6.5 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy and PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Company and the Holder. Telecopies shall be effective as originals.

6.6 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.7 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF.

6.8 Jury Trial Waiver; Venue. The terms of Sections 17 and 18 of the Option Agreement shall apply to this Note, mutatis mutandis.

6.9 Acknowledgments. The Company hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement;

(b) the Holder do not have any fiduciary relationship with or duty to the Company arising out of or in connection with this Agreement or the Notes, and the relationship between Holder, on one hand, and the Company, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the Notes or otherwise exists by virtue of the transactions contemplated hereby.

6.10 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

6.11 Releases; Continuing Agreement.

(a) At such time as the Obligations shall have been paid in full, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other

than those expressly stated to survive such payment in full) of the Holder and the Company hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Company. At the request and sole expense of the Company following any such termination, the Holder shall deliver to the Company any Collateral held by the Holder hereunder, and execute and deliver to the Company such documents as the Company shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, assigned, transferred or otherwise disposed of by the Company, in a transaction permitted by the Notes, then the Holder, at the request and sole expense of the Company, shall execute and deliver to the Company all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral.

(c) Except as may be expressly applicable pursuant to Section 9.620 and Section 9.622 of the Code, no action taken or omission to act by the Holder hereunder, including, without limitation, any exercise of voting or consensual rights or any other action taken or inaction, shall be deemed to constitute a retention of the Collateral in satisfaction of the Obligations or otherwise to be in full satisfaction of the Obligations, and the Obligations shall remain in full force and effect, until the Holder shall have applied payments (including, without limitation, collections from Collateral) towards the Obligations in the full amount then outstanding or until such subsequent time as is hereinafter provided in this Section 6.11.

6.12 Acceptance. The Company hereby expressly waives notice of acceptance of this Agreement, acceptance on the part of the Holder being conclusively presumed by their request for this Agreement and delivery of the same to the Holder.

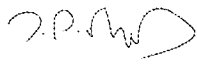
6.13 Reinstatement. The provisions of this Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any part of the Company's assets or should any other financial impairment occur, and shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned to any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored, or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6.14 Enforcement Expenses. The Company agrees to pay or reimburse Holder for all its reasonable costs and expenses incurred in connection with enforcing or preserving any rights under this Agreement. The Company agrees to pay, and save Holder harmless from, any and all liabilities, obligations, losses, damages, costs and expenses whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement. The obligations in this Section 6.14 shall survive payment of the Obligations in full and termination of this Agreement.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the undersigned has caused this Security Agreement to be duly executed and delivered as of the date first above written.

**ABLACON INC., as Company**

By:   
Name: Prof. Dr. Peter Ruppertsberg  
Title: Chief Executive Officer

**EPIX Therapeutics, Inc., as Holder**

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

IN WITNESS WHEREOF, the undersigned has caused this Security Agreement to be duly executed and delivered as of the date first above written.

**ABLACON INC., as Company**

By: \_\_\_\_\_

Name: Prof. Dr. Peter Ruppertsberg

Title: Chief Executive Officer

**EPIX Therapeutics, Inc., as Holder**

By: \_\_\_\_\_  


Name: Duke Rohlen

Title: Chief Executive Officer

[Signature Page To Security Agreement]

**TRADEMARK**

**REEL: 006411 FRAME: 0919**

**SCHEDULE 1.1(b)**

**PATENTS**

<b><u>Country, Patent Application Serial No., and Filing Date</u></b>	<b><u>Patent Publication Serial No. and Publication Date</u></b>	<b><u>Title</u></b>
International PCT/EP2015/001097 May 29, 2015	WO 2016192741 Dec 8, 2016	Elongated Medical Device Suitable For Intravascular Insertion, Optical Force Sensing Assembly For An Elongated Medical Device And Method Of Making A Medical Optical Force Sensing Assembly
U.S. 15/577,924 November 29, 2017	Not yet published	Optical Force Sensing Assembly for an Elongated Medical Device
EP EP15736393.8 December 21, 2017	EP3304017 (A1) April 11, 2018	Elongated Medical Device Suitable For Intravascular Insertion, Optical Force Sensing Assembly For An Elongated Medical Device And Method Of Making A Medical Optical Force Sensing Assembly
International PCT/EP2016/000870 May 25, 2016	WO 2016192841 Dec 8, 2016	Elongated Medical Device Suitable For Intravascular Insertion, Optical Force Sensing Assembly For An Elongated Medical Device And Method Of Making A Medical Optical Force Sensing Assembly
International PCT/EP2015/001801 September 7, 2015	Not published	Elongated Medical Device Suitable for Intravascular Insertion and Method of Making an Elongated Medical Device Suitable for Intravascular Insertion
International PCT/EP2016/001515 September 7, 2016	WO 2017/041892 March 16, 2017	System For Analyzing Electrophysiological Data And Method For Analyzing Electrophysiological Data

U.S. 15/756,865 March 1, 2018	Not yet published	Systems, Devices, Components and Methods for Detecting the Locations of Sources of Cardiac Rhythm Disorders In a Patient's Heart
EP EP16763726.3 April 9, 2018	Not yet published	System For Analyzing Electrophysiological Data And Method For Analyzing Electrophysiological Data
International PCT/EP2016/001513 September 7, 2016	WO 2017/041890 March 16, 2017	Elongated Medical Device Suitable For Intravascular Insertion And Method Of Making An Elongated Medical Device Suitable For Intravascular Insertion
International PCT/IB2016/001273 September 7, 2016	WO 2017/042623 March 16, 2017	Systems, Devices, Components And Methods For Detecting The Locations Of Sources Of Cardiac Rhythm Disorders In A Patient's Heart
U.S. 15/548,671 August 3, 2017	U.S. 2018/0020917 January 25, 2018	Systems, Devices, Components and Methods for Detecting the Locations of Sources of Cardiac Rhythm Disorders in a Patient's Heart
EP EP 16843733.3 April 9, 2018	Not yet published	Systems, Devices, Components And Methods For Detecting The Locations Of Sources Of Cardiac Rhythm Disorders In A Patient's Heart
U.S. 15/258,410 September 7, 2016	U.S. 2017/0065198 March 9, 2017	Systems, Devices, Components and Methods for Detecting the Locations of Sources of Cardiac Rhythm Disorders in a Patient's Heart
International PCT/EP2015/001802 September 7, 2015	Not published	Elongated Medical Device Suitable for Intravascular Insertion and Method of Making an Elongated Medical Device Suitable for Intravascular Insertion
International PCT/EP2016/001512	WO 2017/041889 March 16, 2017	Elongated Medical Device Suitable For Intravascular

September 7, 2016		Insertion And Method Of Making An Elongated Medical Device Suitable For Intravascular Insertion
International PCT/EP2015/001803 September 7, 2015	Not published	Elongated Medical Device Suitable For Intravascular Insertion
International PCT/EP2016/001514 September 7, 2016	WO 2017/041889 March 16, 2017	Elongated Medical Device Suitable For Intravascular Insertion
International PCT/EP2016/000087 January 19, 2016	WO 2017/125114 July 27, 2017	Medical System For Mapping of Action Potential Data
EP EP 16196472.1 November 28, 2016	EP3315086 (A1) May 2, 2018	Elongated Medical Device Suitable for Intravascular Insertion and Method Of Making Such a Device
U.S. 62/414,183 October 28, 2016	Not published	Improved Electrophysiological Mapping Catheter
U.S. 15/793,594 November 25, 2017	U.S. 2018/0116595 May 3, 2018	Improved Electrophysiological Mapping Catheter
U.S. 62/473,137 March 17, 2017	Not published	Systems, Devices, Components and Methods for Detecting the Locations of Sources of Cardiac Rhythm Disorders in a Patient's Heart Using Optical Flow
U.S. 62/486,387 April 17, 2017	Not published	Systems, Devices, Components and Methods for Detecting the Locations of Sources of Cardiac Rhythm Disorders in a Patient's Heart and Classifying Same



U.S. 15/923,286 March 17, 2018	Not published	Systems, Devices, Components and Methods for Detecting the Locations of Sources of Cardiac Rhythm Disorders in a Patient's Heart and Classifying Same
EP EP 18162169.9 March 16, 2018	Not yet published	Systems, Devices, Components and Methods for Detecting the Locations of Sources of Cardiac Rhythm Disorders in a Patient's Heart and Classifying Same
U.S. 62/659,513 April 18, 2018	Not published	Systems, Devices, Components and Methods for Detecting the Locations of Sources of Cardiac Rhythm Disorders in a Patient's Heart, Electrophysiological Mapping Catheters, Electrophysiological Mapping Stamp Catheters, Force Sensing Ablation Catheters, Coronary Sinus Navigation Catheters, Catheter Co-Localization Systems and Devices, and AF Therapy Guidance Cloud Computing and Analysis Systems

**SCHEDULE 1.1(c)**

**PERMITTED LIENS**

None.

**SCHEDULE 3.2**

FILINGS AND OTHER ACTIONS  
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

<u>State</u>	<u>Office</u>
Delaware	Secretary of State's Office

Other Actions

NONE

**SCHEDULE 3.3**

LOCATION OF JURISDICTION OF ORGANIZATION  
AND CHIEF EXECUTIVE OFFICE  
AND INVENTORY, EQUIPMENT AND FIXTURES

<b><u>Grantor</u></b>	<b><u>Jurisdiction of Organization</u></b>	<b><u>Organizational ID #</u></b>	<b><u>Chief Executive Office</u></b>	<b><u>Location of Inventory, Equipment and Fixtures</u></b>
Ablacon Inc.	Delaware	20171594564	4800 Wadsworth Blvd., Suite 306, Wheat Ridge, CO 80033	4800 Wadsworth Blvd., Suite 306, Wheat Ridge, CO 80033

**SCHEDULE 3.8**

**DEPOSIT ACCOUNTS**

<b>Bank Name:</b>	Silicon Valley Bank
<b>Address:</b>	3003 Tasman Drive, Santa Clara, CA 95054
<b>Account Name:</b>	Ablacon Inc.
<b>Account Numbers:</b>	3301385817, 3301454995, 3302427297
<b>ABA:</b>	121140399
<b>SWIFT Code:</b>	SVBKUS6S