

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aptevo Therapeutics Inc.		02/07/2019	Corporation: DELAWARE
Aptevo Biotherapeutics Inc.		02/07/2019	Corporation: DELAWARE
Aptevo Research and Development LLC		02/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, AS AGENT		
Street Address:	7255 WOODMONT AVENUE, SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86974244	ADAPTIR	
Serial Number:	86859161	APTEVO BIOTHERAPEUTICS	
Serial Number:	86859136	APTEVO RESEARCH AND DEVELOPMENT	
Registration Number:	5341248	APTEVO THERAPEUTICS	
Registration Number:	5370601		
Registration Number:	4597459	IXINITY	
Registration Number:	4788624	IXINITY	
Registration Number:	4923507	IXPERIENCE	
Serial Number:	86972975	VYDAPTIV	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7036106100		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	Attn: Box Intellectual Property		

CH \$240.00 86974244

Address Line 2: 7930 Jones Branch Drive, 9th Floor
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 036639.000031

NAME OF SUBMITTER: Valerie Brennan

SIGNATURE: /vb/

DATE SIGNED: 02/07/2019

Total Attachments: 20

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 7th day of February, 2019 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“Agent”) and **APTEVO THERAPEUTICS INC.**, a Delaware corporation (“Aptevo Therapeutics”), **APTEVO BIOTHERAPEUTICS LLC**, a Delaware limited liability company (“Aptevo BioTherapeutics”), and **APTEVO RESEARCH AND DEVELOPMENT LLC**, a Delaware limited liability company (“Aptevo R&D”, and Aptevo R&D together with Aptevo Therapeutics, Aptevo BioTherapeutics and any other Person that joins this agreement as a Grantor, each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. The Lenders made and have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “Credit Extensions”) in the amounts and manner set forth in that certain Credit and Security Agreement by and between Agent, the Lenders and the Grantors dated as of August 4, 2016 (as amended by the First Amendment to Credit and Security Agreement, dated as of May 11, 2017, and as the same may be further amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein without definition are used as defined in the Credit Agreement). The Lenders are willing to continue to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property other than any Excluded Property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following (except, in each case, to the extent constituting Excluded Property):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

[Signature page follows.]

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.

GRANTORS:

APTEVO THERAPEUTICS INC.

By: [Signature]
Name: Jeff Lamotte
Title: Chief Financial Officer

APTEVO BIOTHERAPEUTICS LLC

By: [Signature]
Name: Jeff Lamotte
Title: Chief Financial Officer

APTEVO RESEARCH AND DEVELOPMENT LLC

By: [Signature]
Name: Jeff Lamotte
Title: Chief Financial Officer

Address:

Aptevo Therapeutics, Inc.
2401 4th Avenue, Suite 1050
Seattle, WA 98121
Attn: Shawnte Mitchell
E-Mail: MitchellS@apvo.com

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

[See attached.]

A. Patents

Method of producing biologically active vitamin K dependent proteins by recombinant methods

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.40900	US	Pending	15/875,373	19-Jan-2018		

METHOD OF PRODUCING RECOMBINANT VITAMIN K DEPENDENT PROTEINS

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.40901	US	Granted	14/475,881	03-Sep-2014	9,587,008	07-Mar-2017

STABILIZED FACTOR IX FORMULATIONS CONTAINING TREHALOSE

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.40902	US	Pending	16/028,736	06-July-2018		

RECOMBINANT VITAMIN K DEPENDENT PROTEINS WITH HIGH STATIC ACID CONTENT AND METHODS OF PREPARING SAME

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.40903	US	Pending	14/860,042	21-Sep-2015		

BINDING DOMAIN-IMMUNOGLOBULIN FUSION PROTEINS

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80011a	US	Granted	11/088,693	23-Mar-2005	8,106,161	31-Jan-2012
APVO.80011a	US	Granted	12/901,297	08-Oct-2010	8,197,810	12-Jun-2012
APVO.80011a	US	Granted	13/451,641	20-Apr-2012	9,005,612	14-Apr-2015
APVO.80011a	US	Granted	12/901,295	08-Oct-2010	8,188,237	29-May-2012

BINDING CONSTRUCTS AND METHODS FOR USE THEREOF

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80011c	US	Granted	10/627,356	26-Jul-2003	7,829,084	09-Nov-2010

BINDING CONSTRUCTS AND METHODS FOR USE THEREOF

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80011b	US	Granted	12/541,062	13-Aug-2009	8,147,835	03-Apr-2012
APVO.80011b	US	Granted	13/396,147	14-Feb-2012	8,853,366	07-Oct-2014

B-CELL REDUCTION USING CD37-SPECIFIC AND CD20-SPECIFIC BINDING MOLECULES

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80100	US	Pending	11/493,132	25-Jul-2006		
APVO.80100	US	Granted	13/836,103	15-Mar-2013	10,143,748	04-Dec-2018
APVO.80100	US	Pending	16/172,096	26-Oct-2018		

SINGLE-CHAIN MULTIVALENT BINDING PROTEINS WITH EFFECTOR FUNCTION

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80102	US	Granted	12/304,562	22-Jul-2010	8,409,577	02-Apr-2013
APVO.80102	US	Pending	15/617,833	8-June-2017		

CD86 Antagonist Multi-Target Binding Proteins

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80116	US	Granted	13/122,383	15-May-2011	9,493,564	15-Nov-2016
APVO.80116	US	Pending	15/281,441	30-Sep-2016		

TCR Complex Immunotherapeutics

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80117	US	Pending	15/040,744	10-Feb-2016		

CD37 IMMUNOTHERAPEUTIC AND COMBINATION WITH BIFUNCTIONAL CHEMOTHERAPEUTIC THEREOF

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80120	US	Granted	12/422,780	13-Apr-2009	9,101,609	11-Aug-2015
APVO.80120	US	Granted	12/678,857	15-Jul-2010	8,333,966	18-Dec-2012

Heterodimer Binding Proteins and Uses Thereof

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80121	US	Pending	15/802,636	03-Nov-2017		

Prostate Specific Membrane Antigen Binding Proteins and Related Compositions and Methods

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80124	US	Granted	15/585,921	03-May-2017	9,782,478	10-Oct-2017
APVO.80124	US	Pending	15/699,474	8-Sep-2017		

CD3 BINDING POLYPEPTIDES

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80126	US	Pending	14/395,689	20-Oct-2014		

Cell Line-Based Redirected T-Cell Cytotoxicity Assay

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80135	US	Pending	15/126,922	16-Sep-2016		

Compositions and Methods for Combination Therapy with Prostate-Specific Membrane Antigen Binding Proteins

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80137	US	Pending	15/550,143	10-Aug-2017		

CD3 Binding Polypeptides

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80138	US	Pending	15/761,499	20-Mar-2018		

CD123 Binding Proteins and Related Compositions and Methods

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80141	PCT	Pending	PCT/US2017/052808	21-Sep-2017		
APVO.80141	US	Pending	15/933,324	22-March-2018		

Oncofetal Antigen Binding Proteins and Related Compositions and Methods

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80142	US	Pending	62/648,072	26-Mar-2018		
APVO.80142	US	Pending	16/041,309	20-July-2018		

Protein Therapeutics For Cytokine Delivery

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80144	US	Pending	62/667,404	04-May-2018		

Formulations Of Protein Therapeutics

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APVO.80145	US	Pending	62/667,402	04-May-2018		

Materials And Methods For Improved Immunoglycoproteins

Docket Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
APV/O.80105US1	US	Pending	12/082,497	11-Apr-2008	7,846,434	07-Dec-2010
APV/O.80105aUS2	US	Pending	12/909,769	21-Oct-2010	8,383,106	26-Feb-2013

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

[See Attached.]

B. Trademarks

ADAPTIR						
Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	ADAPTIR	Allowed	86/974,244	13-Apr-2016		

APTEVO BIOTHERAPEUTICS						
Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	APTEVO BIOTHERAPEUTICS	Allowed	86/859161	28-Dec-2015		

APTEVO RESEARCH AND DEVELOPMENT						
Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	APTEVO RESEARCH AND DEVELOPMENT	Allowed	86/859,136	28-Dec-2015		

APTEVO THERAPEUTICS						
Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	APTEVO THERAPEUTICS	Registered	86/768,978	25-Sep-2015	5,341,248	21-Nov-2017

APTEVO LOGO						
Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	APTEVO_Logo	Registered	86/823,176	17-Nov-2015	5,370,601	02-Jan-2018

IXINITY						
Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	IXINITY	Registered	85/220,714	19-Jan-2011	4,597,459	02-Sep-2014
US	IXINITY (STYLIZED)	Registered	86/322,323	27-June-2014	4,788,624	11-Aug-2015

EXPERIENCE						
Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	EXPERIENCE	Registered	86/322,313	27-June-2014	4,923,507	22-Mar-2016

VYDAPTV						
Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	VYDAPTV	Allowed	86/972,975	21-April-2106		

IXINITY LOGO						
Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date

US	IXINITY_Logo	Registered			4,788,624	08/11/2015
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Trademark Clearinghouse Registrations (TMCH)

US	IXINITY Trademark Clearinghouse Registration	Active	00170514158981891415
US	ADAPTTIR Trademark Clearinghouse Registration	Active	00170513892841101389

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.