

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACHAOGEN, INC.		04/16/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	505 Howard Street		
Internal Address:	3rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3759279	ACHAOGEN	
Serial Number:	87764379	C-SCAPE	
Serial Number:	87080092	ZEMDRI	
Serial Number:	87929654	ZEMDRI	
Serial Number:	87930066	ZEMDRI	
Serial Number:	87929555		
Serial Number:	87930012		
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	(415) 268-6538		
Email:	achung@mofo.com		
Correspondent Name:	Jennifer Lee Taylor, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	027292-0000477		
NAME OF SUBMITTER:	Jennifer Lee Taylor		

CH \$190.00 3759279

SIGNATURE:	/Jennifer Lee Taylor/
DATE SIGNED:	04/23/2019
Total Attachments: 21	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page1.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page2.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page3.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page4.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page5.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page6.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page7.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page8.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page9.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page10.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page11.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page12.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page13.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page14.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page15.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page16.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page17.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page18.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page19.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page20.tif	
source=C.4 - DIP Intellectual Property Security Agreement - Achaogen - 1612044#page21.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of April 16, 2019, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 505 Howard Street, 3rd Floor, San Francisco, California 94105 (“Bank”) and ACHAOGEN, INC., a Delaware corporation with its principal place of business located at One Tower Place, Suite 300, South San Francisco, California 94080 (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Senior Secured Superpriority Debtor-In-Possession Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 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 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

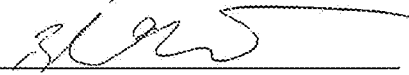
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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.

GRANTOR:

ACHAOGEN, INC.

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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

GRANTOR:

ACHAOGEN, INC.

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Name: Sheila Colson

Title: Managing Director

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

[ATTACHED]

Country	Application No./Filing Date	Publication No.	Registration No./Issue date	Title/Mark	Assignee	Case Status
United States of America	60/742,051 12/02/2005			ANTIBACTERIAL 4,5-SUBSTITUTED AMINOGLYCOSIDE ANALOGS HAVING MULTIPLE SUBSTITUENTS	ISIS Pharmaceuticals, Inc.	Expired
European Patent Office	06844751.5 12/01/2006	1957507	1957507 10/24/2018	ANTIBACTERIAL 4,5-SUBSTITUTED AMINOGLYCOSIDE ANALOGS HAVING MULTIPLE SUBSTITUENTS	Ionis Pharmaceuticals, Inc.	Registered
Japan	2008-543517 12/01/2006	2009-519243	5256043 04/26/2013	ANTIBACTERIAL 4,5-SUBSTITUTED AMINOGLYCOSIDE ANALOGS HAVING MULTIPLE SUBSTITUENTS	Ionis Pharmaceuticals, Inc.	Registered
United States of America	12/130,048 05/30/2008	US 2008-0298649 A1	7,893,039 02/22/2011	ANTIBACTERIAL 4,5-SUBSTITUTED AMINOGLYCOSIDE ANALOGS HAVING MULTIPLE SUBSTITUENTS	ISIS Pharmaceuticals, Inc.	Registered
Patent Cooperation Treaty	PCT/US2006/046122 12/01/2006	WO 2007/064954		ANTIBACTERIAL 4,5-SUBSTITUTED AMINOGLYCOSIDE ANALOGS HAVING MULTIPLE SUBSTITUENTS	Ionis Pharmaceuticals, Inc.	Expired/PCT Period Over
United States of America	12/987,842 01/10/2011	US 2011-0166334 A1	8,114,856 02/14/2012	ANTIBACTERIAL 4,5-SUBSTITUTED AMINOGLYCOSIDE ANALOGS HAVING MULTIPLE SUBSTITUENTS	ISIS Pharmaceuticals, Inc.	Registered
United States of America	13/344,247 12/01/2006	US 2013-0005674 A1	8,569,264 10/29/2013	ANTIBACTERIAL 4,5-SUBSTITUTED AMINOGLYCOSIDE ANALOGS HAVING MULTIPLE SUBSTITUENTS	ISIS Pharmaceuticals, Inc.	Registered
United States of America	60/989,645 11/21/2007			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
Austria	E-841756 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Australia	2008326297 11/21/2008		2008326297 02/21/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Belgium	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Bulgaria		2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered

Country	Application No./Filing Date	Publication No.	Registration No./Issue date	Title Mark	Assignee	Case Status
Brazil	P10819319-3 11/21/2008	P10819319-3		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Allowed
Canada	2706369 11/21/2008		2706369 03/25/2014	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Switzerland	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
China	200880117193.1 11/21/2008	101868472A	ZL 200880117193.1 05/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Cyprus	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Czech Republic	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Germany	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Denmark	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Eurasian Patent Organization	201070597 11/21/2008		017824 03/29/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Estonia	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
European Patent Office	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Spain	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Finland	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
France	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
United Kingdom	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Greece	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Hong Kong	11101563.2 11/21/2008	1147499	HK1147499 01/26/2018	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Croatia	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Hungary	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Ireland	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Israel	205880 11/21/2008		205880 02/01/2014	AMINOGLYCOSIDE ANALOGS ANALOGS, COMPOSITIONS COMPRISING THE SAME AND USES THEREOF	Achaagen, Inc.	Registered
India	4165/DELNP/2010 11/21/2008		282636 04/20/2017	NOVEL AMINOGLYCOSIDE COMPOUNDS	Achaagen, Inc.	Registered

Country	Application No./Filing Date	Publication No.	Registration No./Issue date	Title Mark	Assignee	Case Status
Iceland	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Italy	08851633.1 11/21/2008	2217610	2217610 11/02/2016	AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Japan	2010-535103 11/21/2008	2011-504508	4986310 05/11/2012	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Republic of Korea	10-2010-7012835 11/21/2008	10-2010-01110297	10-1296099 08/07/2013	AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Lithuania	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Luxembourg	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Latvia	08851633.1 11/21/2008	2217610	2217610 11/02/2016	AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Monaco	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Malta	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Mexico	MX/a/2010/005632 11/21/2008		333945 10/12/2015	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Netherlands	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Norway	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Poland	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Portugal	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Romania	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Sweden	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Slovenia		2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Slovakia	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Turkey	08851633.1 11/21/2008	2217610	2217610 11/02/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Taiwan	097145246 11/21/2008	200927146	1425947 02/11/2014	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
United States of America	12/487 427 06/18/2009	US 2010-0099661 A1	8,383,596 02/26/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2008/084399 11/21/2008	WO 2009/067692		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired/PCT Period Over
Brazil	BR1220180705035 11/21/2008			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Pending
China	201310142186.X 11/21/2008	103360440A	ZL 201310142186.X	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered

Country	Application No./Filing Date	Publication No.	Registration No./Issue date	Title Mark	Assignee	Case Status
European Patent Office	16195678.4 11/21/2008	3150617	08/31/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Pending
United States of America	13/734.729 01/04/2013	US 2013-0217642 A1	8,822,424 09/02/2014	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
United States of America	14/334.511 07/17/2014	US 2015-0045317 A1	9,266,919 02/23/2016	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
United States of America	15/001.797 01/20/2016	US 2016-0368942 A1	9,688,711 06/27/2017	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
United States of America	16/052.977 08/02/2018			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Pending
United States of America	61/095.673 09/10/2008			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	13/044.234 03/09/2011	US 2011-0275586 A1	8,399,419 03/19/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2009/056407 09/09/2009	WO 2010/030704		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired/PCT Period Over
United States of America	61/104.019 10/09/2008			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	13/082.141 04/07/2011	US 2011-0288041 A1	8,367,625 02/05/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2009/060212 10/09/2009	WO 2010/042851		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired/PCT Period Over
United States of America	61/104.023 10/09/2008			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	13/082.143 04/07/2011	US 2012-0172332 A1	8,372,813 02/12/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2009/060211 10/09/2009	WO 2010/042850		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired/PCT Period Over
United States of America	61/178.809 05/15/2009			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	61/312.349 03/10/2010			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	13/295.247 05/14/2010	US 2012-0135948 A1	8,524,689 09/03/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2010/034884 05/14/2010	WO 2010/132757		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS		Expired
United States of America	61/178.814 05/15/2009			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	61/312.351 03/10/2010			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	13/295.238 11/14/2011	US 2012-0135946 A1	8,658,606 02/25/2014	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered

Country	Application No./Filing Date	Publication No.	Registration No./Issue date	Title Mark	Assignee	Case Status
Patent Cooperation Treaty	PCT/US2010/034886 05/14/2010	WO 2010/132759		ANTIBACTERIAL DERIVATIVES OF DIBEKACIN	Achaagen, Inc.	Expired/PCT Period Over
United States of America	61/178,826 05/15/2009			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	61/312,353 03/10/2010			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	13/295,233 05/14/2010	US 2012-0136945 A1	8,653,042 02/18/2014	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2010/034888 05/14/2010	WO 2010/132760		ANTIBACTERIAL DERIVATIVES OF TOBRAMYCIN	Achaagen, Inc.	Expired/PCT Period Over
United States of America	61/178,854 05/15/2009			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	61/312,354 03/10/2010			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	13/295,231 05/14/2010	US 2012-0165282 A1	8,524,675 09/03/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2010/034893 05/14/2010	WO 2010/132765		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired/PCT Period Over
United States of America	61/178,834 05/15/2009			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	61/312,356 03/10/2010			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	13/295,227 05/14/2010	US 2012-0184501 A1	8,492,354 07/23/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2010/034896 05/14/2010	WO 2010/132768		ANTIBACTERIAL DERIVATIVES OF SISOMICIN	Achaagen, Inc.	Expired/PCT Period Over
United States of America	16/009,020 06/14/2018			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Pending
United States of America	61/178,461 05/14/2009			TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaagen, Inc.	Expired
United States of America	61/305,463 02/17/2010			TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaagen, Inc.	Expired
Canada	2761674 05/14/2010		2761674 11/29/2016	TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaagen, Inc.	Registered
China	201080031078.X 05/14/2010	102481307A	ZL 201080031078.X	TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS	Achaagen, Inc.	Registered

Country	Application No./Filing Date	Publication No.	Registration No./Issue date	Title/Mark	Assignee	Case Status
			08/24/2016	WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS		
Hong Kong	12111406.1 05/14/2010	1170663	1170663 11/17/2017	TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaagen, Inc.	Registered
Macau	J/002404(132) 05/14/2010		J/002404 01/24/2017	TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaagen, Inc.	Registered
United States of America	13/294,426 11/11/2011	US 2012-0214759 A1		TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaagen, Inc.	Pending
Patent Cooperation Treaty	PCT/US2010/034898 05/14/2010	WO 2010/132770		TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaagen, Inc.	Expired/PCT Period Over
Canada	2948868 05/14/2010			TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaagen, Inc.	Pending
China	201610573991.1 05/14/2010	106188175A		TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaagen, Inc.	Pending
Hong Kong	17105427.3 05/14/2010	1231886A		TREATMENT OF KLEBSIELLA PNEUMONIAE INFECTIONS WITH ANTIBACTERIAL AMINOGLYCOSIDE COMPOUNDS	Achaagen, Inc.	Pending
United States of America	61/250,119 10/09/2009			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	13/441,696 04/06/2012	US 2012-0258925 A1	8,481,502 07/09/2013	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Registered
Patent Cooperation Treaty	PCT/US2010/052043 10/08/2010	WO 2011/044501		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired/PCT Period Over
United States of America	61/414,762 11/17/2010			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired
United States of America	61/505,371 07/07/2011			ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaagen, Inc.	Expired

Country	Application No./Filing Date	Publication No.	Registration No./Issue date	Title/Mark	Assignee	Case Status
United States of America	13/295,219 11/14/2011	US 2012-0122809 A1	8,318,685 11/27/2012	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
Venezuela	2011-1501 11/14/2011	N/A		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS		Pending
Patent Cooperation Treaty	PCT/US2011/060513 11/14/2011	WO 2012/067978		ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired/PCT Period Over
United States of America	13/652,163 10/15/2012	US 2013-0178438 A1	8,653,041 02/18/2014	ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Registered
United States of America	62/368,331 07/29/2016			6-PHENYLPIRIDO[2,3-DIPYRIMIDINE COMPOUNDS AS ANTIBACTERIAL AGENTS	Achaogen, Inc.	Expired
Patent Cooperation Treaty	PCT/US2017/044534 07/28/2017	WO 2018/023081		6-PHENYLPIRIDO[2,3-DIPYRIMIDINE COMPOUNDS AS ANTIBACTERIAL AGENTS	Achaogen, Inc.	Published
United States of America	62/551,107 08/28/2017			AMINOGLYCOSIDES AND USES THEREOF	Achaogen, Inc.	Expired
United States of America	62/563,025 09/25/2017			AMINOGLYCOSIDES AND USES THEREOF	Achaogen, Inc.	Expired
United States of America	62/652,161 04/03/2018			AMINOGLYCOSIDES AND USES THEREOF	Achaogen, Inc.	Pending
Patent Cooperation Treaty	PCT/US2018/047969 08/24/2018			AMINOGLYCOSIDES AND USES THEREOF	Achaogen, Inc.	Application Filed
United States of America	62/574,544 10/19/2017			SYNTHESIS OF ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Expired
Argentina	20180103039 10/18/2018			SYNTHESIS OF ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Pending
Pakistan				SYNTHESIS OF ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Pending
Taiwan	107136676 10/18/2018			SYNTHESIS OF ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Pending
Patent Cooperation Treaty	PCT/US2018/056536 10/18/2018			SYNTHESIS OF ANTIBACTERIAL AMINOGLYCOSIDE ANALOGS	Achaogen, Inc.	Pending
United States of America	62/677,814 05/30/2018			BETA-LACTAM COMPOUNDS AS ANTIBACTERIAL AGENTS	Achaogen, Inc.	Pending
United States of America	62/652,169 04/03/2018			MODULAR SYNTHESIS OF AMINOGLYCOSIDES	Achaogen, Inc.	Pending
Patent Cooperation Treaty	PCT/US2018/047993 08/24/2018			MODULAR SYNTHESIS OF AMINOGLYCOSIDES	Achaogen, Inc.	Pending

Country	Application No./Filing Date	Publication No.	Registration No./Issue date	Title/Mark	Assignee	Case Status
United States of America	16/071,898 1/27/2017	US 2012-0122809 A1		SCREENING METHODS FOR IDENTIFYING ANTIBODIES THAT IDENTIFYING ANTIBODIES THAT		Filed
China	201780021944.9 1/27/2017	N/A		SCREENING METHODS FOR IDENTIFYING ANTIBODIES THAT BIND CELL SURFACE EPTOPES		Filed
European Patent Office	17705725.4 1/27/2017	EP3408288 12/5/2018		SCREENING METHODS FOR IDENTIFYING ANTIBODIES THAT IDENTIFYING ANTIBODIES THAT		Filed
Japan	2018-559167 1/27/2017	US 2013-0178438 A1		REPORTER MICROORGANISMS AND USES THEREOF		Filed
Patent Cooperation Treaty	PCT/US2018/015602 1/26/2018	WO 2018/140827 8/2/2018		COMBINATION PRODUCTS FOR THE TREATMENT OF BACTERIAL INFECTIONS AND		Filed
United States of America	15/649,585 7/13/2017	US-2018-0015100-A1 1/18/2018		COMBINATION PRODUCTS FOR THE TREATMENT OF BACTERIAL INFECTIONS AND		Filed
Patent Cooperation	PCT/US2017/042021 7/13/2017	WO 2018/013870 1/18/2018		THE TREATMENT OF PLAZOMICIN ANTIBODIES AND		Filed
Patent Cooperation	PCT/US2017/045183 8/2/2017	WO 2018/026969 3/15/2018		PLAZOMICIN ANTIBODIES AND METHODS OF USE		Filed
Cooperation	106126088 8/2/2017	201815826 5/1/2018		PLAZOMICIN ANTIBODIES AND METHODS OF USE		Filed
Taiwan	106126088 8/2/2017	201815826 5/1/2018		PLAZOMICIN ANTIBODIES AND METHODS OF USE		Filed
Argentina	20170102193 8/2/2017			COMPOUNDS AND COMBINATIONS FOR THE TREATMENT OF BACTERIAL		Filed
United States of America	62/618,616 1/17/2018			COMPOUNDS AND COMBINATIONS FOR THE TREATMENT OF BACTERIAL		Filed
United States of America	62/680,537 6/4/2018			COMPOUNDS AND COMBINATIONS FOR THE TREATMENT OF BACTERIAL		Filed

EXHIBIT C

Trademarks

[ATTACHED]

Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status	Class	Renewal Due
ARGENTINA	ACHAOGEN	3683014	2/8/2018			PUBLISHED	5	
AUSTRALIA	ACHAOGEN	956216 (R)	4/6/2018			PENDING	5	
BRAZIL	ACHAOGEN	914223666	2/23/2018			PUBLISHED	5	
CANADA	ACHAOGEN	1884421	2/22/2018			PENDING	5	
COLOMBIA	ACHAOGEN	956216 (R)	4/6/2018			PENDING	5	
EUROPEAN UNION	ACHAOGEN	956216 (R)	2/19/2008	956216	2/19/2008	REGISTERED	5	02/19/2028 RENEWAL
HONG KONG	ACHAOGEN	304425200	2/7/2018			PUBLISHED	5	
ICELAND	ACHAOGEN	956216 (R)	4/6/2018			PENDING	5	
INDIA	ACHAOGEN	3802235	4/11/2018			PUBLISHED	5	
ISRAEL	ACHAOGEN	956216 (R)	4/6/2018			PENDING	5	
JAPAN	ACHAOGEN	956216 (R)	2/19/2008	956216	2/19/2008	REGISTERED	5	02/19/2028 RENEWAL
MEXICO	ACHAOGEN	956216 (R)	4/6/2018			PENDING	5	
NEW ZEALAND	ACHAOGEN	956216 (R)	4/6/2018			PUBLISHED	5	
NORWAY	ACHAOGEN	956216 (R)	4/6/2018			PENDING	5	
RUSSIA	ACHAOGEN	956216 (R)	4/6/2018			PENDING	5	
SINGAPORE	ACHAOGEN	956216 (R)	4/6/2018			PENDING/ PROVISIONAL REFUSAL - RESPONSE FILED.	5	rewording the goods
SOUTH AFRICA	ACHAOGEN	201803190	2/7/2018			PENDING	5	
SOUTH KOREA	ACHAOGEN	956216 (R)	4/6/2018			PENDING	5	
SWITZERLAND	ACHAOGEN	956216 (R)	4/6/2018			PENDING	5	
TAIWAN	ACHAOGEN	107008659	2/7/2018			PENDING	5	
TURKEY	ACHAOGEN	956216 (R)	4/6/2018			PUBLISHED	5	
UNITED STATES	ACHAOGEN	77/977,576	9/25/2007	3,759,279	3/9/2010	REGISTERED	5	03/09/2020 RENEWAL (8/9)
WIPO	ACHAOGEN	956216 (R)	2/19/2008	956216	2/19/2008	REGISTERED	5	02/19/2028 RENEWAL
UNITED STATES	C-SCAPE	87/764,379	1/22/2018			PUBLISHED	5	
EUROPEAN UNION	ENREZOVI	015595507	6/29/2016	015595507	10/17/2016	REGISTERED	5	06/29/2026 RENEWAL

Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status	Class	Renewal Due
UNITED KINGDOM	ENREZOVI	3172212	6/29/2016	3172212	9/30/2016	REGISTERED	5	06/30/2026 RENEWAL
UNITED STATES	ENREZOVI	87/080.065	6/22/2016			ABANDONED	5	
UNITED STATES	REZEVIKO	87/080.077	6/22/2016			ABANDONED	5	
ARGENTINA	XEMDRO	3565052	12/7/2016			PUBLISHED	5	
AUSTRALIA	XEMDRO	1813625	12/5/2016	1813625	12/5/2016	REGISTERED	5	12/05/2026 RENEWAL
BRAZIL	XEMDRO	912032103	12/9/2016			PUBLISHED	5	
CANADA	XEMDRO	1812517	12/5/2016			ALLOWED	5	
CHINA	XEMDRO	22301161	12/19/2016	22301161	1/28/2018	REGISTERED	5	01/27/2028 RENEWAL
COLOMBIA	XEMDRO	SD2016/0053447	12/12/2016	SD2016/0053447	6/9/2017	REGISTERED	5	06/08/2027 RENEWAL
EUROPEAN UNION	XEMDRO	015595499	6/29/2016	015595499	10/17/2016	REGISTERED	5	06/29/2026 RENEWAL
ISRAEL	XEMDRO	290115	12/4/2016	290115	4/9/2018	REGISTERED	5	12/04/2026 RENEWAL
JAPAN	XEMDRO	2016-137419	12/6/2016	5943896	4/28/2017	REGISTERED	5	04/28/2027 RENEWAL
MEXICO	XEMDRO	1831146	12/9/2016	1746906	4/24/2017	REGISTERED	5	12/09/2026 RENEWAL
NEW ZEALAND	XEMDRO	1056597	12/5/2016	1056597	6/22/2016	REGISTERED	5	06/22/2026 RENEWAL
RUSSIA	XEMDRO	2016746300	12/7/2016	2016746300	8/30/2017	REGISTERED	5	12/07/2026 RENEWAL
SWITZERLAND	XEMDRO	64827/2016	12/5/2016	699873	3/14/2017	REGISTERED	5	12/05/2026 RENEWAL
UNITED KINGDOM	XEMDRO	UK00003172211	6/29/2016	UK00003172211	9/30/2016	REGISTERED	5	06/29/2026 RENEWAL
UNITED STATES	XEMDRO	87/080.087	6/22/2016			ABANDONED	5	
ARGENTINA	ZEMDRI	3565053	12/7/2016	2928489	3/9/2018	REGISTERED	5	03/09/2028 RENEWAL
AUSTRALIA	ZEMDRI	1813626	12/5/2016	1813626	12/5/2016	REGISTERED	5	12/05/2026 RENEWAL
BRAZIL	ZEMDRI	912032081	12/9/2016			OPPOSED	5	

Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status	Class	Renewal Due
CANADA	ZEMDRI	1812518	12/5/2016			ALLOWED	5	12/5/2019 DECLARATION OF USE DUE
CHINA	ZEMDRI	22301162	12/19/2016	22301162	1/28/2018	REGISTERED	5	01/27/2028 RENEWAL
COLOMBIA	ZEMDRI	SD2016/0053449	12/12/2016	SD2016/0053449	6/12/2017	REGISTERED	5	06/11/2027 RENEWAL
EUROPEAN UNION	ZEMDRI	015595515	6/29/2016	015595515	10/17/2016	REGISTERED	5	06/29/2026 RENEWAL
HONG KONG	ZEMDRI	304338135	11/16/2017	304338135	11/16/2017	REGISTERED	5	11/15/2027 RENEWAL
ICELAND	ZEMDRI	V0106877	11/15/2017	V0106877	11/30/2017	REGISTERED	5	11/30/2027 RENEWAL
INDIA	ZEMDRI	3681462	11/18/2017			PENDING	5	12/04/2026 RENEWAL
ISRAEL	ZEMDRI	290114	12/4/2016	290114	4/9/2018	REGISTERED	5	04/28/2027 RENEWAL
JAPAN	ZEMDRI	2016-137421	12/6/2016	5943897	4/28/2017	REGISTERED	5	12/09/2026 RENEWAL
MEXICO	ZEMDRI	1831148	12/9/2016	1746907	4/24/2017	REGISTERED	5	06/22/2026 RENEWAL
NEW ZEALAND	ZEMDRI	1056598	12/5/2016	1056598	6/22/2016	REGISTERED	5	11/16/2027 RENEWAL
NORWAY	ZEMDRI	201715319	11/16/2017	297414	4/11/2018	REGISTERED	5	12/07/2026 RENEWAL
RUSSIA	ZEMDRI	2016746344	12/7/2016	2016746344	9/9/2017	REGISTERED	5	11/16/2027 RENEWAL
SINGAPORE	ZEMDRI	40201722640X	11/16/2017	40201722640X	11/16/2017	REGISTERED	5	12/05/2026 RENEWAL
SOUTH AFRICA	ZEMDRI	201733426	11/16/2017			PENDING	5	
SOUTH KOREA	ZEMDRI	4020170168251	12/29/2017			PUBLISHED	5	
SWITZERLAND	ZEMDRI	64828/2016	12/5/2016	699961	12/5/2016	REGISTERED	5	12/05/2026 RENEWAL
TAIWAN	ZEMDRI	106072193	11/16/2017			PENDING	5	
TURKEY	ZEMDRI	201699232	12/8/2016	201699232	10/3/2017	REGISTERED	5	12/08/2026 RENEWAL
UNITED KINGDOM	ZEMDRI	3172247	6/30/2016	3172247	9/30/2016	REGISTERED	5	06/30/2026 RENEWAL





Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status	Class	Renewal Due
UNITED STATES	ZEMDRI	87/080,092	6/22/2016			ALLOWED	5	1/31/2019 STATEMENT OF USE
UNITED STATES	ZEMDRO	87/080,094	6/22/2016			ABANDONED	5	
UNITED STATES	 ZEMDRI	87/929,654	5/21/2018			PENDING	5	11/21/2018 FOREIGN FILING PRIORITY DEADLINE
UNITED STATES	 ZEMDRI	87/930,066	5/21/2018			PENDING	5	11/21/2018 FOREIGN FILING PRIORITY DEADLINE
UNITED STATES	 ZEMDRI	87/929,555	5/21/2018			PENDING	5	11/21/2018 FOREIGN FILING PRIORITY DEADLINE
UNITED STATES	 ZEMDRI	87/930,012	5/21/2018			PENDING	5	11/21/2018 FOREIGN FILING PRIORITY DEADLINE

EXHIBIT D

Mask Works

NONE