

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERAPURE BIOPHARMA INC.		10/22/2019	Corporation: CANADA
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: 2			
Property Type	Number	Word Mark	
Serial Number:	87671420	EVOLVE BIOLOGICS	
Serial Number:	87717949	EVOLVE BIOLOGICS	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street NE		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Therapure 2061695-0052		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	10/22/2019		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 22nd day of October, 2019 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“**Agent**”), and **THERAPURE BIOPHARMA INC.**, a corporation formed under the laws of the Province of Ontario (“**Grantor**”).

RECITALS

A. The Lenders (as defined below) have agreed to make certain advances of money and to extend certain financial accommodations (the “**Credit Extensions**”) to Grantor and the other Credit Parties in the amounts and manner set forth in that certain Amended and Restated Credit and Security Agreement by and among Agent, the financial institutions party thereto from time to time (collectively, the “**Lenders**”) and Grantor, dated as of December 23, 2016 (as amended by that certain First Amendment to Amended and Restated Credit and Security Agreement dated as of December 28, 2018, that certain Waiver and Second Amendment to Amended and Restated Credit and Security Agreement dated as of January 18, 2019, that certain Third Amendment to Amended and Restated Credit and Security Agreement dated as of August 1, 2019, and that certain Fourth Amendment and Joinder to Amended and Restated Credit and Security Agreement dated as of the date hereof, and as the same may be further amended, supplemented, modified, increased, renewed or restated from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to continue making the Credit Extensions to the Credit Parties, but only upon the condition, among others, that Grantor 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 Credit Parties under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 (as specifically defined in the Credit Agreement).

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 and the other Credit Parties’ obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Credit Parties’ obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, 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 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 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.

This security interest 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.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement.

[Remainder of page intentionally blank; 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:

THERAPURE BIOPHARMA INC.

By:  (SEAL)
Name: David Long
Title: Chief Financial Officer

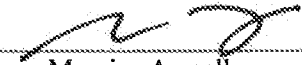
Address of Grantor:
2585 Meadowpine Boulevard,
Mississauga
Ontario, L5N 8H9
Attn: David Long, Chief Financial Officer

AGENT:

MIDCAP FINANCIAL TRUST

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

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

By:  (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

Address of Agent:

MidCap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Ave, Suite 200
Bethesda, MD 20814
Attn: Account Manager for Therapure
transaction

N/A

EXHIBIT A
Copyrights

117572074

EXHIBIT B

Patents

INTELLECTUAL PROPERTY (REGISTRATIONS AND APPLICATIONS)							
Borrower that is Owner of IP	Name / Identifier of IP	Country	Type of IP	Registration/ Publication or Application Number	Filing Date	Expiration Date	
Therapure Biopharma Inc. ("TBI")							
TBI	Targeted Drug Delivery for Cancer	US	Patent	16/310,197	06/21/2017	6/21/2037	
TBI	Hemoglobin-Targeted Drug Delivery for the treatment of Cancer	CA	Patent	3,028,589	06/21/2017	6/21/2037	
TBI	Method for Purification of Albumin	US	Patent	16/492,766	9/10/2019		
TBI	Method for Purification of Albumin	CA	Patent	Not yet assigned	3/16/2018		
TBI	Isolation of Human Plasma or Serum Proteins	US	Patent	15/451,743	3/7/2017		

EXHIBIT C

Trademarks

INTELLECTUAL PROPERTY (REGISTRATIONS AND APPLICATIONS)						
Borrower that is Owner of IP Therapure Biopharma Inc. ("TBI")	Name / Identifier of IP	Country	Type of IP	Registration/ Application Number	Filing Date	Expiration Date
TBI	EVOLVE BIOLOGICS	US	TM	87/671,420	12/12/2017	
TBI	EVOLVE BIOLOGICS & Design	US	TM	87/717,949	12/12/2017	
TBI	EVOLVE BIOLOGICS	CA	TM	1,866,274	11/3/2017	
TBI	EVOLVE BIOLOGICS & Design	CA	TM	1,872,328	12/11/2017	

N/A

EXHIBIT D

Mask Works

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