

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565096

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900523781		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OXFORD FINANCE LLC		11/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JCR Pharmaceuticals Co., Ltd.		
Street Address:	3-19 Kasuga-cho		
City:	Ashiya		
State/Country:	JAPAN		
Postal Code:	659-0021		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3522417	ARMAGEN	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	335866-101		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	03/03/2020		
Total Attachments: 16			
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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Assignment of Intellectual Property Security Agreement (this “Assignment”) is made effective as of as of November 15, 2019 by and among OXFORD FINANCE LLC, a Delaware limited liability company (“Oxford”), in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”) and Lender under the Intellectual Property Security Agreement (as defined below), and JCR PHARMACEUTICALS CO., LTD., a company organized under the laws of Japan (“JCR”).

RECITALS

WHEREAS, Armagen, Inc., a Delaware corporation (“Armagen”) entered into an Intellectual Property Security Agreement, dated as of January 31, 2018 (the “Intellectual Property Security Agreement”) in favor of Collateral Agent, which was recorded (i) with the Patent Division of the United States Patent and Trademark Office on February 2, 2018 at Reel 044815/Frame 0135, and (ii) with the Trademark Division of the United States Patent and Trademark Office on February 2, 2018 at Reel 06264/Frame 0403. A copy of the Intellectual Property Security Agreement is attached hereto as Exhibit A.

WHEREAS, pursuant to that certain Collateral Agent Resignation, Appointment and Acceptance Agreement, dated as of November 15, 2019, by and between Oxford and JCR (the “Agency Succession Agreement”), Oxford has agreed to resign as Collateral Agent and JCR is appointed as and agrees to assume the rights and obligations of Collateral Agent, including without limitation, pursuant to the Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Oxford hereby assigns to JCR all of its rights, remedies, duties and other obligations under, among other things, the Intellectual Property Security Agreement, subject to the terms and conditions of the Agency Succession Agreement and the Assignment (as defined therein).

This Assignment shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. The paragraph headings used in this Assignment are for convenience only and shall not affect the interpretation of any of the provisions hereof.

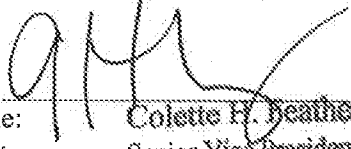
THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARDS TO CONFLICTS OF LAW PRINCIPLES).

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

OXFORD FINANCE LLC

By: 
Name: Colette H. Deatherly
Title: Senior Vice President

ASSIGNEE:

JCR PHARMACEUTICALS CO., LTD.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

OXFORD FINANCE LLC

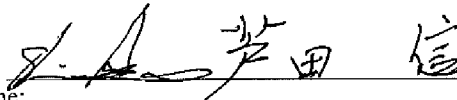
By: _____

Name:

Title:

ASSIGNEE:

JCR PHARMACEUTICALS CO., LTD.

By:  _____

Name:

Title:

Exhibit A

Intellectual Property Security Agreement

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as January 31, 2018, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender (each a “**Lender**” and collectively, the “**Lenders**”), and ARMAGEN, INC. with an office located at 26679 Agoura Road, Suite 100, Calabasas, California 91302 (“**Grantor**”).

RECITAL

A. Lenders 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 Amended and Restated Loan and Security Agreement by and among the Collateral Agent, Lenders and Grantor dated as of December 31, 2015 (as the same may be, and may have been, amended, modified or supplemented from time to time, the “**Loan Agreement**”); capitalized terms used herein are used as defined in the Loan Agreement). In accordance with the terms of the Loan Agreement, as amended by that certain third amendment thereto, dated as of the date hereof, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan 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 obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, effective as of the date hereof, Grantor hereby grants and pledges to Collateral 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**”); provided, however that Trademarks shall not include any intent-to-use trademarks;

(f) 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;

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

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

(i) 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.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include all Copyrights, Patents and Trademarks of Grantor and its Subsidiaries that are either registered, or for which applications for registration or grant, as applicable, are pending, on the date hereof. Grantor hereby covenants to provide prompt notice of (A) any material change in the composition of the Intellectual Property, and (B) any new the Copyrights, Trademarks or Patents of Grantor or any of its Subsidiaries that are either registered or for which an application for registration or grant is filed.

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

[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:

ARMAGEN, INC.

By *M. Schmitt*
Name: Matthew Schmitt
Title: CEO

COLLATERAL AGENT AND LENDER:

OXFORD FINANCE LLC

By _____
Name: _____
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:

ARMAGEN, INC.

By _____
Name: _____
Title: _____

COLLATERAL AGENT AND LENDER:

OXFORD FINANCE LLC


By  _____
Name: Colette H. Featherly
Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FUSION PROTEINS FOR BLOOD-BRAIN BARRIER DELIVERY	2011205186 (Australia)	11/27/14
	2,625,293 (Canada)	10/18/16
	16171496.9 (EPO)	09/28/06
FUSION PROTEINS FOR DELIVERY OF ERYTHROPOIETIN TO THE CNS	11733492.0 (EPO)	01/14/11
FUSION PROTEINS FOR BLOOD-BRAIN BARRIER DELIVERY	5941607 (Japan)	05/27/16
	2014-116085 (Japan)	09/28/06
	2016-100640 (Japan)	09/28/06
FUSION PROTEINS FOR BLOOD-BRAIN BARRIER DELIVERY	US2006/038587 (PCT)	09/28/06
FUSION PROTEINS FOR DELIVERY OF ERYTHROPOIETIN TO THE CNS	US2011/21418 (PCT)	01/14/11
FUSION PROTEINS FOR BLOOD-BRAIN BARRIER DELIVERY	8,142,781 (US)	03/27/12
FUSION PROTEINS FOR DELIVERY OF ERYTHROPOIETIN TO THE CNS	8,124,095 (US)	02/28/12
NUCLEIC ACIDS ENCODING AND METHODS OF PRODUCING FUSION PROTEINS	8,053,569 (US)	11/08/11
AGENTS FOR BLOOD-BRAIN BARRIER DELIVERY	2007285763 (Australia)	03/29/12
	2,661,042 (Canada)	12/11/12
	2051734 (France)	10/05/16
	2051734 (Germany)	10/05/16
	5959795 (Japan)	07/01/16
	2014-043117 (Japan)	08/20/07
	US2007/76316 (PCT)	08/20/07
	2051734 (Switzerland)	10/05/16
	2051734 (United Kingdom)	10/05/16
GENETICALLY ENCODED MULTIFUNCTIONAL COMPOSITIONS BIDIRECTIONALLY TRANSPORTED BETWEEN PERIPHERAL BLOOD AND THE CNS	8,759,297 (US)	06/24/14
METHODS FOR DIAGNOSING AND TREATING CNS DISORDERS BY TRANS-BLOOD-BRAIN BARRIER DELIVERY OF PROTEIN COMPOSITIONS	8,497,246 (US)	07/30/13
FUSION ANTIBODIES THAT CROSS THE BLOOD-BRAIN BARRIER IN BOTH DIRECTIONS	7,741,446 (US)	06/22/10
MACROMOLECULAR COMPOSITIONS THAT CROSS THE BLOOD-BRAIN BARRIER AND METHODS OF USE THEREOF	14/192,792 (US)	02/27/14
	14/594,047 (US)	01/09/15

METHODS FOR DIAGNOSING CNS DISORDERS WITH FUSION ANTIBODIES THAT CROSS THE BLOOD-BRAIN BARRIER IN BOTH DIRECTIONS	8,753,610 (US)	06/17/14	
METHODS AND COMPOSITIONS FOR INCREASING ALPHA-L-IDURONIDASE ACTIVITY IN THE CNS	2008282496 (Australia)	07/15/13	
	2,694,762 (Canada)	07/25/08	
	15175407.4 (EPO)	07/25/08	
	5901877 (Japan)	03/18/16	
	2014-156837 (Japan)	07/25/08	
	2016-235211 (Japan)	07/25/08	
	US2008/71121 (PCT)	07/25/08	
	8,974,791 (US)	03/10/15	
	9,567,400 (US)	02/14/17	
	15/397,649 (US)	01/03/17	
	FUSION PROTEINS FOR DELIVERY OF GDNF TO THE CNS	14/144,460 (US)	12/30/13
		8,741,260 (US)	06/03/14
	COMPOSITIONS AND METHODS FOR BLOOD-BRAIN BARRIER DELIVERY OF IgG-DECOY RECEPTOR FUSION PROTEINS	2,748,889 (Canada)	03/18/10
10754139.3 (EPO)		03/18/10	
5873003 (Japan)		01/22/16	
US2010/27882 (PCT)		03/18/10	
15/357,894 (US)		11/21/16	
9,533,055 (US)		01/03/17	
METHODS AND COMPOSITIONS FOR INCREASING IDURONATE 2-SULFATASE ACTIVITY IN THE CNS	10822810.7 (EPO)	10/08/10	
	2016-014716 (Japan)	10/08/10	
	US2010/52113 (PCT)	10/08/10	
	8,834,874 (US)	09/16/14	
	14/305,402 (US)	06/16/14	
METHODS AND COMPOSITIONS FOR INCREASING ARYLSULFATASE A ACTIVITY IN THE CNS	2012346448 (Australia)	01/03/18	
	2,857,647 (Canada)	09/10/12	
	12854380.8 (EPO)	09/10/12	
	2014-544731 (Japan)	09/10/12	
	2017-173010 (Japan)	09/10/12	
	PCT/US2012/054520	09/10/12	
	8,486,399 (US)	07/16/13	
	8,715,661 (US)	05/06/14	
	8,920,801 (US)	12/30/14	
	14/538,721 (US)	11/11/14	
METHODS AND COMPOSITIONS FOR INCREASING ENZYME	2014293626 (Australia)	05/19/14	

ACTIVITY IN THE CNS	2,918,579 (Canada)	05/19/14
	14733790.1 (EPO)	05/19/14
	2016-529759 (Japan)	05/19/14
	PCT/US2014/038660	05/19/14
	14/281,803 (US)	05/19/14
METHODS AND COMPOSITIONS FOR INCREASING N-ACETYLGLUCOSAMINIDASE ACTIVITY IN THE CNS	14/994,067 (US)	01/12/16

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ARMAGEN	3522417	10/21/08

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of August 6, 2019 (“Release”), is executed by OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314, as collateral agent (in such capacity, “Collateral Agent”), in favor of ARMAGEN, INC. with an office located 30301 Agoura Road, Suite 110, Agoura Hills, California 91301 (“Grantor”), as follows:

WITNESSETH

WHEREAS, pursuant to that certain Intellectual Property Security Agreement between Collateral Agent and Grantor, dated as of January 31, 2018 (as amended from time to time, “Security Agreement”), the Grantor granted to the Collateral Agent a security interest in and to certain collateral (capitalized terms used herein but not otherwise defined shall have the respective meanings given to them in the Security Agreement);

WHEREAS, the Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on February 2, 2018, at Reel 044815/Frame 0135;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby releases, discharges, cancels and terminates its security interest in and continuing lien on Grantor’s strictly on the intellectual property set forth on Schedule A attached hereto and any other intellectual property that constitute Licensed Patents (as defined in the Loan Agreement) on or after the date of this Release, and re-assigns, re-transfers and re-conveys to Grantor any and all right, title or interest the Collateral Agent may have in and to strictly the Grantor’s intellectual property listed on Schedule A and any other intellectual property that constitutes Licensed Patents on or after the date of this Release.

2. The Collateral Agent agrees to execute and deliver such further instruments and take or cause to be taken such other or further action as Grantor may reasonably request, in order to perfect, confirm or evidence such release, at the sole cost and expense of the Grantor.

3. The Collateral Agent represents and warrants that it has the full power and authority to execute this Release.

4. The Collateral Agent authorizes and requests the Patent and Trademark Divisions of the United States Patent and Trademark Office, and any other appropriate domestic and foreign authorities as may be necessary or desired by Grantor to evidence this Release.

[Signature Page follows]

IN WITNESS WHEREOF, the Collateral Agent, by its duly authorized officer, has executed this Release of Security Interest in Intellectual Property as of the date first written above.

OXFORD FINANCE LLC, as Collateral Agent

By:

Name:  Collette H. Featherly

Title: Senior Vice President

SCHEDULE A

PATENTS

	Application No.	Publication No.	Patent No.
1	12/179806	US2009/0053219	US8974791
2	14/606239	US2015/0299328	US9567400
3	AU2008282496	AU2008282496	AU2008282496
4	JP 2018-211301	2019-055967	

(a) Any renewal, divisional, continuation (in whole or in part) applications, or request for continued examination of US patent application 16/264343, and (b) any and all patents or certificates of invention issuing thereon, and (c) any and all reissues, reviews, reexaminations, extensions, divisions, renewals, substitutions, confirmations, registrations, revalidations, revisions, and additions of or to any of the foregoing, in each of cases (a), (b) and (c), which claims a fusion antibody which binds to an endogenous transferrin receptor of the blood brain barrier transport system, whether existing on the date of this Release or filed or issued thereafter.