

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medexus Pharmaceuticals Inc.		02/28/2020	Corporation: CANADA
Medexus Inc.		02/28/2020	Corporation: CANADA
Medexus Pharma, Inc.		02/28/2020	Corporation: DELAWARE
MI Acquisitions, Inc.		02/28/2020	Corporation: DELAWARE
APTEVO BIOTHERAPEUTICS LLC		02/28/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Midcap Financial Trust, as agent
Street Address:	7255 Woodmont Ave., Suite 200
Internal Address:	c/o Midcap Financial Services, LLC, as Servicer
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	statutory trust, as agent: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4597459	IXINITY
Registration Number:	4923507	IXPERIENCE
Registration Number:	4788624	IXINITY
Registration Number:	4672924	RASUVO
Registration Number:	5288489	P
Registration Number:	5288488	PEDIAPHARM
Serial Number:	88098763	MEDEXUS PHARMA

CORRESPONDENCE DATA

Fax Number: 7036106200

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.

Phone: 7036106100

Email: boxip@hoganlovells.com

Correspondent Name: Rachel Fleeson of Hogan Lovells US LLP

TRADEMARK

Address Line 1: 8350 Broad Street, 17th Floor
Address Line 2: Attn: Box Intellectual Property
Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER: Rachel Fleeson of Hogan Lovells US LLP

SIGNATURE: /rsf/

DATE SIGNED: 03/06/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 28th day of February, 2020 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent"), **MEDEXUS PHARMACEUTICALS INC.**, a corporation validly existing under the Canada Business Corporations Act ("Parent"), **MEDEXUS INC.**, a corporation validly existing under the Canada Business Corporations Act ("Medexus Inc."), **MEDEXUS PHARMA, INC.**, a Delaware corporation ("Medexus Pharma"), **MI ACQUISITIONS, INC.**, a Delaware corporation ("MI Acquisitions"), **APTEVO BIOTHERAPEUTICS LLC**, a Delaware limited liability company ("Aptevo Bio" and together with Parent, Medexus Inc., Medexus Pharma, MI Acquisitions and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders 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 the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; unless specifically defined herein, capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing 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 defined 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 (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, as such Exhibit may be amended, modified or supplemented from time to time (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) Any and 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, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Patents");

(e) Any and all 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, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Trademarks");

(f) Any and 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, as such Exhibit may be amended, modified or supplemented from time to time (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.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO 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 (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

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.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[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:

MEDEXUS PHARMACEUTICALS INC.

By: _____
Name: Roland Boivin
Title: Chief Financial Officer

Address: _____
1 Place du Commerce, Suite 225,
Verdun, QC
H3E 1A2
Attn: Roland Boivin
Facsimile: _____
E-Mail: roland.boivin@medexus.com

MEDEXUS INC.

By: _____
Name: Roland Boivin
Title: Secretary

Address: _____
35 Nixon Road, Suite 1,
Bolton, ON
L7E 1K1
Attn: Roland Boivin
Facsimile: _____
E-Mail: roland.boivin@medexus.com

GRANTORS:

MEDEXUS PHARMA, INC.

By: _____
Name: Roland Boivin
Title: Chief Financial Officer

Address: _____
29 N Wacker Dr., Suite 704,
Chicago, IL
60606

Attn: Roland Boivin
Facsimile: _____
E-Mail: roland.boivin@medexus.com

MI ACQUISITIONS, INC.

By: _____
Name: Roland Boivin
Title: Chief Financial Officer

Address: _____
29 N Wacker Dr., Suite 704,
Chicago, IL
60606

Attn: Roland Boivin
Facsimile: _____
E-Mail: roland.boivin@medexus.com

GRANTORS:

APTEVO BIOTHERAPEUTICS LLC

By: _____

Name: Roland Boivin

Title: Chief Financial Officer

Address: _____

_____ 29 N Wacker Dr., Suite 704,

_____ Chicago, IL

_____ 60606

Attn: Roland Boivin

Facsimile: _____

E-Mail: roland.boivin@medexus.com

AGENT:

MIDCAP FINANCIAL TRUST

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

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

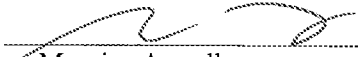

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT C


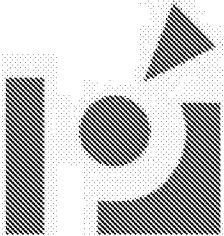
Trademarks

Aptevo Bio

Mark	Country	Class Goods	Appl. No	Appl. Date	Reg No	Reg Date
IXINITY	US	(005 - INTERNATIONAL) Pharmaceutical preparations for the treatment of hemophilia	85/220,714	01/19/2011	4,597,459	09/02/2014
IXPERIENCE	US	(044 - INTERNATIONAL) Medical consultation; patient assistance programs, namely, providing information to patients in the field of administering medications, patient counseling regarding hemophilia, counseling services relating to hemophilia management, providing patient information relating to the therapeutic properties of pharmaceuticals, and providing online information relating to therapeutic properties of pharmaceuticals; discount drug plan, namely, patient assistance programs to provide drugs at a discounted rate to low-income patients	86/322,313	06/27/2014	4,923,507	03/22/2016
 IXINITY	US	(005 - INTERNATIONAL) Pharmaceutical preparations for the	86/322,323	06/27/2014	4,788,624	08/11/2015

Mark	Country	Class Goods	Appl. No	Appl. Date	Reg No	Reg Date
		treatment of hemophilia				

Medexus

Loan Party	Trademark	Country	Application No.	Registration No.
Medexus Pharma, Inc. (f/k/a medac pharma, Inc.)	RASUVO	U.S.	86152434	4672924
Medexus Inc.		U.S.	88098763	n/a
Medexus Pharmaceuticals Inc.		U.S.	86584173	5288489
Medexus Pharmaceuticals Inc.	PEDIAPHARM	U.S.	86584159	5288488