

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cycle Pharmaceuticals Ltd		10/05/2020	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, London Branch		
Street Address:	Deutsche Bank AG, Filiale London, Winchester House, One Great Winchester Street		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	EC2N 2DB		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5716643	NITYR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	4410650-0695-CM65		
NAME OF SUBMITTER:	Kate Andes		
SIGNATURE:	/Kate Andes/		
DATE SIGNED:	10/13/2020		
Total Attachments: 4			
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CH \$40.00 5716643

NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of October 5, 2020 (this “IP Security Agreement”) among CYCLE PHARMACEUTICALS LTD, a private limited company organized under the laws of England and Wales with an address at Bailey Grundy Barrett Building, Little St Mary’s Lane, Cambridge, England, CB2 1RR (the “Chargor”), and DEUTSCHE BANK AG, LONDON BRANCH, (together with its successors and assigns, the “**Secured Party**”) with an address at Deutsche Bank AG, Filiale London, Winchester House, One Great Winchester Street, London, EC2N 2DB (the “Lender”). Unless otherwise defined herein or the context otherwise requires, terms used in this IP Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement (as hereinafter defined).

WHEREAS, pursuant to the Debenture, dated as of October 5, 2020, made by, *inter alios*, the Chargor, the other chargors from time to time party thereto and the Lender (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”), the Chargor pledged and granted to the Lender, for the benefit of the Secured Parties, a lien and continuing security interest in the Security Assets, including Intellectual Property (the “Security Interest”);

WHEREAS, such Security Interest includes all of such Chargor’s right, title and interest in, to and under all of its Intellectual Property, including the below (collectively, the “IP Collateral”):

- (1) all of such Chargor’s Intellectual Property, including the trademarks, patents and copyrights set forth on Schedule A, and all goodwill of the business connected with the use of, or otherwise symbolized by the trademarks; and
- (2) all proceeds and products of the trademarks, patents and copyrights;

WHEREAS, the Chargor has duly authorized the execution, deliver and performance of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the Chargor hereby pledges to the Lender as collateral security, and grants to the Lender a security interest in, to and under the IP Collateral.


THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

This IP Security Agreement has been granted in conjunction with the Security Interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the Security Interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the day and year first written above.

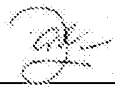
CYCLE PHARMACEUTICALS LTD, as Chargor

By: 
Name: James Harrison
Title: Director

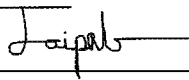
Cycle – Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 007075 FRAME: 0942

DEUTSCHE BANK AG, LONDON BRANCH,
as Lender

By: 

Name: *Teo Chern*
Title: *Managing Director*

By: 

Name: *Jaipal Chawla*
Title:

SCHEDULE A

TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
NITYR	87604011	11-Sep-17	5716643	2-Apr-19

PATENTS

Title	App. No.	App. Date	Reg. No.	Reg. Date
Pharmaceutical Composition	15109220	6/30/2016	10328029	25-JUN-19

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None.