

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645107

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oxford Finance LLC		05/06/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Abzena (UK) Limited f/k/a Polytherics Limited
Street Address:	Building 900, Babraham Research Campus, Babraham
City:	Cambridge
State/Country:	UNITED KINGDOM
Postal Code:	CB22 3AT
Entity Type:	Private Limited Company: ENGLAND
Name:	ABZENA (CAMBRIDGE) Limited
Street Address:	Building 900, Babraham Research Campus, Babraham
City:	Cambridge
State/Country:	UNITED KINGDOM
Postal Code:	CB22 3AT
Entity Type:	Private Limited Company: ENGLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86234440	ABZENA
Serial Number:	85614091	CHEMO ASSEMBLY
Serial Number:	86716415	EPISCREEN
Serial Number:	77833175	THERAPEG
Serial Number:	85775260	THIOBRIDGE

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 16179517169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: PRUDENTIAL TOWER, 800 BOYLSTON STREET

TRADEMARK

Address Line 2: Ropes & Gray LLP
Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 8286-841-003

NAME OF SUBMITTER: Catherine Murray

SIGNATURE: /catherine murray/

DATE SIGNED: 05/07/2021

Total Attachments: 7

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this “**Termination**”), dated as of May 6, 2021, is executed by **OXFORD FINANCE LLC**, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, 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**”), in favor of **ABZENA (UK) Limited** (f/k/a Polytherics Limited), an English private company limited by shares and **ABZENA (CAMBRIDGE) Limited**, an English private company limited by shares (the “**Debtor**”). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of August 15, 2019 (as amended, the “**Security Agreement**”), by and among Debtor, Collateral Agent and Lenders, Debtor granted to Collateral Agent, for the ratable benefit of the Lenders, a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on August 15, 2019, at Reel/Frame 050071/0600, to evidence the security interest granted under the Security Agreement.

C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on August 15, 2019, at Reel/Frame 6721/0447, to evidence the security interest granted under the Security Agreement.

D. Collateral Agent agrees to execute this Termination in order to evidence the termination and release of its security interest in the IP Collateral specified below.

AGREEMENT

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

(a) Collateral Agent, on behalf of Lenders, expressly terminates and releases all of Collateral Agent’s right, title and interest in, to and under the following (collectively, the “**IP Collateral**”):

(i) Any and all copyrights 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**”);

(ii) 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;

(iii) Any and all design rights that may be available to Debtor now or hereafter existing, created, acquired or held;

(iv) 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**”);

(v) 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 Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(vi) 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**”);

(vii) 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;

(viii) 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;

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

(x) 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.

(b) Collateral Agent represents and warrants that it has the full power and authority to execute this Termination.

(c) Collateral Agent authorizes and requests the patent and trademark divisions of the United States Patent and Trademark Office, and the United States Copyright Office, to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has executed and delivered this Termination as of the day and year first above written.

OXFORD FINANCE LLC, as Collateral Agent

By: 

Name: Colette H. Featherly

Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Property Type</u>	<u>Patent/App. No.</u>
PCT Number	GB2017052448
PCT Number	GB2017051044
Application Number	16332797
Application Number	16303596
Application Number	16097864
Application Number	15517971
Application Number	15517969
Application Number	15482033
Application Number	14659598
Application Number	14444859
Application Number	14437537
Application Number	14086702
Application Number	13919217
Application Number	13643504
Application Number	13175820
Application Number	13077980
Application Number	12458931
Application Number	10564340
Application Number	10070318
Application Number	11719876
Application Number	15471290
Application Number	14123349
Application Number	14003900

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ABZENA	86234440	Dec 6, 2016
CHEMO ASSEMBLY	85614091	Nov 26, 2013
EPISCREEN	86716415	May 19, 2015
THERAPEG	77833175	Sept 23, 2009
THIOBRIDGE	85775260	Nov 24, 2015

EXHIBIT D

Mask Works

None.