

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675400

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DEL CATH SYSTEMS, INC.		08/06/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVENUE VENTURE OPPORTUNITIES FUND, L.P.		
<b>Street Address:</b>	11 West 42nd Street, 9th Floor		
<b>Internal Address:</b>	Attn: Todd Greenbarg		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4242543	CHEMOFUSE	
<b>Registration Number:</b>	4176059	CHEMOSAT	
<b>Registration Number:</b>	2609452	DEL CATH	
<b>Registration Number:</b>	4049055	DEL CATH	
<b>Registration Number:</b>	4272541	ISO-FUSE	
<b>Registration Number:</b>	3880422	PHP	
<b>Registration Number:</b>	3926021	THE DEL CATH PHP SYSTEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6167423999		
<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>			
<b>Phone:</b>	6167423945		
<b>Email:</b>	hkooy@btlaw.com		
<b>Correspondent Name:</b>	Hillary Kooy		
<b>Address Line 1:</b>	171 Monroe Ave NW, Suite 1000		
<b>Address Line 2:</b>	Barnes & Thornburg LLP		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49503		
<b>ATTORNEY DOCKET NUMBER:</b>	82485.9		
<b>NAME OF SUBMITTER:</b>	Hillary Kooy		

OP \$190.00 4242543

<b>SIGNATURE:</b>	/Hillary Kooy/
<b>DATE SIGNED:</b>	09/20/2021
<b>Total Attachments: 7</b> source=03. Avenue - Delcath - IP Security Agreement [Executed] (8.2021)#page1.tif source=03. Avenue - Delcath - IP Security Agreement [Executed] (8.2021)#page2.tif source=03. Avenue - Delcath - IP Security Agreement [Executed] (8.2021)#page3.tif source=03. Avenue - Delcath - IP Security Agreement [Executed] (8.2021)#page4.tif source=03. Avenue - Delcath - IP Security Agreement [Executed] (8.2021)#page5.tif source=03. Avenue - Delcath - IP Security Agreement [Executed] (8.2021)#page6.tif source=03. Avenue - Delcath - IP Security Agreement [Executed] (8.2021)#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of August 6, 2021 (the "**Agreement**") between **AVENUE VENTURE OPPORTUNITIES FUND, L.P.** ("**Lender**") and **DELCATH SYSTEMS, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of August 6, 2021 (as amended from time to time, the "**Loan Agreement**"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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;

provided, however, that the Intellectual Property Collateral shall not include any Excluded Collateral.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**DELCATH SYSTEMS, INC.**, a Delaware corporation

DocuSigned by:  
By: Gerard Michel  
1B3258378AEB43C...

Name: Gerard Michel

Title: Chief Executive Officer

Address for Notices:

Attn: Gerard Michel  
1633 Broadway, Suite 22C  
New York, NY 10019

**LENDER:**

**AVENUE VENTURE OPPORTUNITIES FUND, L.P.**

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

By: \_\_\_\_\_

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg  
11 West 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10036  
Tel: (212) 878-3523

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**DEL CATH SYSTEMS, INC.**, a Delaware corporation

By: \_\_\_\_\_

Name: Gerard Michel

Title: Chief Executive Officer

Address for Notices:

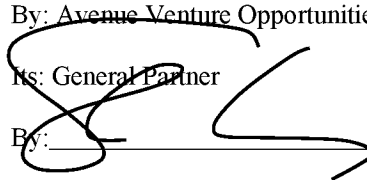
Attn: Gerard Michel  
1633 Broadway, Suite 22C  
New York, NY 10019

**LENDER:**

**AVENUE VENTURE OPPORTUNITIES FUND, L.P.**

By: Avenue Venture Opportunities Partners, LLC

As: General Partner

By:  \_\_\_\_\_

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg  
11 West 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10036  
Tel: (212) 878-3523

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
CHEMOFUSE	85/172,818	4,242,543	2010-11-09
CHEMOSAT	77/944,997	4,176,059	2010-02-25
DELCATH	76/266,056	2,609,452	2001-06-04
DELCATH	85/288,673	4,049,055	2011-04-07
ISO-FUSE	77/818,131	4,272,541	2009-09-02
PHP	77/529,005	3,880,422	2008-07-23
THE DELCATH PHP SYSTEM	77/529,348	3,926,021	2008-07-23



**EXHIBIT C****PATENTS**Please Check if No Patents Exist 

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
Method For Treating Glandular Diseases and Malignancies	7,022,097	10/435,579	ISSUED	4/4/2006
Dual Filter	D708749	D/409,867	ISSUED	7/8/2014
Filter and Frame Apparatus and Method of Use	9,314,561	13/731,016	ISSUED	4/19/2016
Filter and Frame Apparatus and Method of Use	10,195,334	15/071,896	ISSUED	02/05/2019
Apparatus For Removing Chemotherapy Compounds from Blood	9,707,331	13/671,549	ISSUED	7/18/2017
Apparatus For Removing Chemotherapy Compounds from Blood	10,098,997	15/651,141	ISSUED	10/16/2018
Apparatus For Removing Chemotherapy Compounds from Blood	10,369,264	16/127,008	ISSUED	08/06/2019
Apparatus For Removing Chemotherapy Compounds from Blood	10,569,004	16/439,620	ISSUED	02/25/2020
A Method of Selecting Chemotherapeutic Agents for an Isolated Organ or Regional Therapy	9,541,544	14/013,005	ISSUED	1/10/2017
Apparatus For Removing Chemotherapy Compounds from Blood	N/A	16/740,166	PUBLISHED	1/10/2020 (filing date)
Filter and Frame Apparatus and Method of Use	11,083,831	16/231,486	ISSUED	12/30/2032
A Method of Selecting Chemotherapeutic Agents for an Isolated Organ or Regional Therapy	N/A	16/893,358	PUBLISHED	06/04/2020 (filing date)
Filter and Frame Apparatus and Method of Use	N/A	17/369,905	PUBLISHED	7/07/2021