

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lexicon Pharmaceuticals, Inc.		03/17/2022	Corporation:
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC, as collateral agent		
Street Address:	115 South Union Street, Suite 300		
City:	ALEXANDRIA		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	97268151	QUPEFA	
Serial Number:	97268150	TUHIBRIA	
Serial Number:	97268147	CAVYORY	
Serial Number:	97268144	DYNSOLTUS	
Serial Number:	97268141	KYNPEFNA	
Serial Number:	97268138	ONTWOVA	
Serial Number:	97268137	KIPRYMZA	
Serial Number:	97268133	GOZOTA	
Serial Number:	97268132	INQUPLA	
Serial Number:	97268128	MEQUESTA	
Serial Number:	97268125	QUPLADA	
Serial Number:	97268122	SYNZULA	
Serial Number:	97266171	DUPLATA	
Serial Number:	90864704	QUPEFA	
Serial Number:	90864701	TUHIBRIA	
Serial Number:	90864698	INPEFA	
Serial Number:	90864693	DUPEFNA	
Serial Number:	88307039	MY ZYNQUISTA PATIENT SUPPORT	
Serial Number:	87628588	ZYNQUISTA	

OP \$590.00 97268151

Property Type	Number	Word Mark
Serial Number:	87277165	LEXCARES
Serial Number:	77205912	LEXICON PHARMACEUTICALS
Serial Number:	77205900	LEXICON
Serial Number:	77088075	LEXICON

CORRESPONDENCE DATA

Fax Number:

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: 616.742.3945
Email: hkooy@btlaw.com
Correspondent Name: BARNES & THORNBURG LLP
Address Line 1: 655 WEST BROADWAY
Address Line 2: ATTN: HILLARY KOOY
Address Line 4: SAN DIEGO, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	75150.16
NAME OF SUBMITTER:	Hillary Kooy
SIGNATURE:	/Hillary Kooy/
DATE SIGNED:	03/17/2022

Total Attachments: 7

source=Oxford - Lexicon Pharmaceuticals - IP Security Agreement (Parent) Executed (3.2022)-EXECUTED#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 17, 2022 by and between OXFORD FINANCE LLC, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and LEXICON PHARMACEUTICALS, INC. ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated March 17, 2022 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Collateral consisting of Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. 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, for the benefit of the Lenders, 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 Lender, of any or all other rights, powers or remedies.

The provisions of Section 11 of the Loan Agreement are hereby incorporated by reference *mutatis mutandis*.

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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:

Address of Grantor:

LEXICON PHARMACEUTICALS, INC.

c/o LEXICON PHARMACEUTICALS, INC.
2445 Technology Forest Blvd., 11th Floor
The Woodlands, TX 77381
Attn: Jeffrey L. Wade, J.D., President and CFO
Email: jwade@lexpharma.com

By: Jeffrey L. Wade
Name: Jeffrey L. Wade
Title: President and Chief Financial Officer

With a copy to:

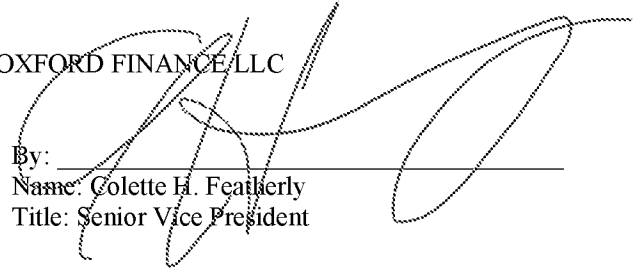
Vinson & Elkins
1001 Fannin Street, Suite 2500
Houston, TX 77002
Attn: Guy Gribov
Fax: (713) 615-5295
Email: ggribov@velaw.com

COLLATERAL AGENT:

Address of Lender:

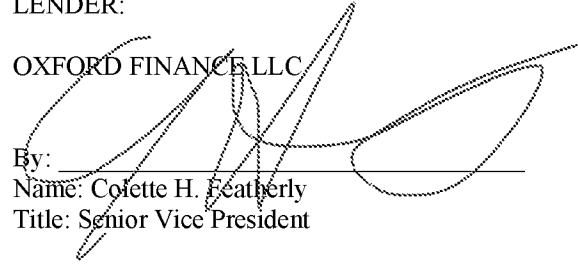
115 South Union Street,
Suite 300 Alexandria,
Virginia 22314
Attn: Legal Department

OXFORD FINANCE/LLC

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

LENDER:

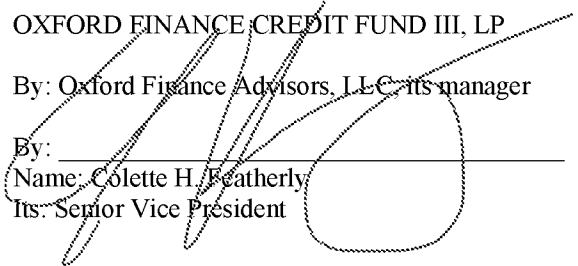
OXFORD FINANCE/LLC

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

LENDER:

OXFORD FINANCE CREDIT FUND III, LP

By: Oxford Finance Advisors, LLC, its manager

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

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B

Patents

	<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
1.	Modulators of G protein-coupled receptor 88	12/895916 ¹	2010-10-01
2.	Pyrazolo[1,5-a]pyrimidine-based compounds, compositions comprising them, and methods of their use	14/483898	2014-09-11
3.	Antibodies that bind Notum Pectinacetylerase	16/277466	2019-02-15
4.	Inhibitors of sodium glucose co-transporter 2 and methods of their use	11/862690	2007-09-27
5.	Synthesis of piperazines, piperidines and related compounds	11/832738	2007-08-02
6.	Methods and compounds useful for the preparation of sodium glucose co-transporter 2 inhibitors	12/174722	2008-07-17
7.	Methods of preparing imidazole-based compounds	12/885738	2010-09-20
8.	Methods of treating ulcerative colitis	13/343073	2012-01-04
9.	Modulators of G protein-coupled receptor 88	12/897004 ²	2010-10-04
10.	Inhibitors of sodium glucose cotransporter 1	14/082786	2013-11-18
11.	Crystalline solid forms of N-(1-((2-(dimethylamino)ethyl)amino)-2-methyl-1-oxopropan-2-yl)-4-(4-(2-methyl-5-((2S,3R,4R,5S,6R)-3,4,5-trihydroxy-6-(methylthio)tetrahydro-2H-pyran-2-yl)benzyl)phenyl)butanamide and methods of their synthesis	16/579106	2019-09-23
12.	Inhibitors of adapter associated kinase 1, compositions comprising them, and methods of their use	14/658653	2015-03-16
13.	COMPOSITIONS COMPRISING AND METHODS OF USING INHIBITORS OF SODIUM-GLUCOSE COTRANSPORTERS 1 AND 2	16/792803	2020-02-17
14.	Methods of preparing imidazole-based compounds	12/101410	2008-04-11
15.	Process for preparing 5-alkyl-7H-pyrrolo[2,3-d] pyrimidine-2-ols	11/876051 ³	2007-10-22
16.	4-amino-1H-pyrimidin-2-one based compounds, compositions comprising them and methods of their use	11/954421	2007-12-12
17.	Substituted pyrrolo[2,3-d]pyrimidines as LIM kinase 2 inhibitors	12/188515	2008-08-08
18.	Solid forms of 3-(4-(aminomethyl)-1-(5-methyl-7H-pyrrolo[2,3-d]pyrimidin-4-yl)piperidine-4-carboxamido)phenyl dimethylcarbamate	13/288321	2011-11-03
19.	Pyrazolo[1,5-a]pyrimidine-based compounds, compositions comprising them, and methods of their use	15/145435	2016-05-03
20.	Monoclonal antibodies against ANGPTL3	13/073617	2011-03-28
21.	Modulators of G protein-coupled receptor 88	12/898016	2010-10-05
22.	Methods of treating rheumatoid arthritis	12/628309 ⁴	2009-12-01
23.	MST1 kinase inhibitors and methods of their use	13/410407	2012-03-02
24.	LIMK2 inhibitors, compositions comprising them, and methods of their use	13/486122	2012-06-01
25.	Sulfanyl-tetrahydropyran-based compounds and methods of their use	12/858666	2010-08-18
26.	(E)-1-(4-((1R,2S,3R)-1,2,3,4-tetrahydroxybutyl)-1H-imidazol-2-yl)ethanone dihydrate and methods of its use	12/536714	2009-08-06
27.	Imidazo[1,2-b]pyridazine-based compounds, compositions comprising them, and methods of their use	13/785271	2013-03-05
28.	Inhibitors of sodium glucose cotransporter 1	14/943505	2015-11-17
29.	USE OF SOTAGLIFLOZIN FOR THE TREATMENT OF PATIENTS WITH TYPE 1 DIABETES MELLITUS	16/804255	2020-02-28
30.	Human kinases and polynucleotides encoding the same, and uses thereof	11/025671	2004-12-29
31.	Monoclonal antibodies against ANGPTL4	12/631598	2009-12-04
32.	O-linked pyrimidin-4-amine-based compounds, compositions comprising them, and methods of their use to treat cancer	11/954433	2007-12-12
33.	Methods and compounds useful for the preparation of sodium glucose co-transporter 2 inhibitors	13/207576	2011-08-11
34.	Multicyclic compounds and methods of their use	12/633453	2009-12-08
35.	Methods of treating diabetes	13/530645	2012-06-22

¹ No. 1: Co-owned with Bristol-Myers Squibb (21.43% interest) pursuant to 2010-11-18: Assignment of inventors rights (25771/745).

² No. 9: Co-owned with Bristol-Myers Squibb (30% interest) pursuant to 2010-11-18: Assignment of inventors rights (25736/242)

³ No. 14: 10/12/2021: 11.5 year fees due in the amount of \$7,770 by 10/12/2022.

⁴ No. 21: Co-owned with Bristol-Myers Squibb (42.86% interest) pursuant to 2010-11-18: Assignment of inventors rights (257325759/601)

	Description	Patent/App. No.	File Date
36.	INHIBITORS OF SODIUM GLUCOSE COTRANSPORTER 1	15/601175	2017-05-22
37.	Heterocyclic compounds, compositions comprising them and methods of their use	12/545954	2009-08-24
38.	Compositions and methods for treating immunological and inflammatory diseases and disorders	12/204918	2008-09-05
39.	Monoclonal antibodies against ANGPTL3	12/001012	2007-12-06
40.	Methods of using and compositions comprising tryptophan hydroxylase inhibitors	12/144953	2008-06-24
41.	Monoclonal antibodies against ANGPTL4	13/315027	2011-12-08
42.	Pyrazolo[1,5-a]pyrimidine-based compounds, compositions comprising them, and methods of their use	13/785355	2013-03-05
43.	Sodium glucose co-transporter inhibitors and methods of their use	13/925981	2013-06-25
44.	Heterocyclic compounds, compositions comprising them and methods of their use	12/038872	2008-02-28
45.	Piperidine-based inhibitors of sodium glucose co-transporter 2 and methods of their use	12/041860	2008-03-04
46.	LIHK2 inhibitors, compositions comprising them, and methods of their use	12/426661	2009-04-20
47.	Solid forms of (2S,3R,4R,5S,6R)-2-(4-chloro-3-(4-ethoxybenzyl)phenyl)-6-(methylthio)tetrahydro-2H-pyran-3,4,5-triol and methods of their use	12/503225	2009-07-15
48.	4H-thieno[3,2-C]chromene-based inhibitors of Notum Pectinacetyltransferase and methods of their use	14/284106	2014-05-21
49.	Knockout animals manifesting hyperlipidemia	11/347838 ⁵	2006-02-03
50.	Imidazole-based compounds, compositions comprising them and methods of their use	11/698253 ⁶	2007-01-25
51.	Methods of preparing imidazole-based bicyclic compounds	12/485507 ⁷	2009-06-16
52.	Aryl pyridines and methods of their use	11/497539 ⁸	2006-07-31
53.	Solid forms of (1R,2S,3R)-1-(2-(isoxazol-3-yl)-1H-imidazol-4-yl)butane-1,2,3,4-tetraol and methods of their use	12/485444 ⁹	2009-06-16
54.	4-Piperidin-1-yl-7H-pyrrolo[2,3-d]pyrimidine compounds	11/354636 ¹⁰	2006-02-15
55.	Monoclonal antibodies against ANGPTL4	11/327844 ¹¹	2006-01-06
56.	Thiazolopyrazoles and methods of their use	11/094241 ¹²	2005-03-31
57.	Human kinases and polynucleotides encoding the same	10/196927 ¹³	2002-05-20
58.	Human hydroxylases and polynucleotides encoding the same	10/154674 ¹⁴	2002-05-23
59.	Human kinases and polynucleotides encoding the same, and uses thereof	10/010720 ¹⁵	2001-11-13
60.	Human hydroxylases and polynucleotides encoding the same	11/029636 ¹⁶	2005-01-05
61.	Human kinases and polynucleotides encoding the same	10/803278 ¹⁷	2004-03-18

⁵ No. 49: Provide a copy of the recorded name change from Lexicon Genetics Incorporated (sic) to Parent.

⁶ No. 50: Provide a copy of the recorded name change from Lexicon Genetics Incorporated to Parent.

⁷ No. 51: Provide a copy of the recorded assignment of assigner's interest by WuXi App Tec Co., Ltd. (interest assigned from inventors Chen, Hu, Liu, and Yang to WuXi) executed on or after 09/01/2009 in favor of Parent. NOTE: the prior assignment executed 07/01/2009 from WuXi in favor of Parent assigned only WuXi's interest assigned by inventors Lu and Wu to WuXi.

⁸ No. 52: Provide a copy of the recorded name change from Lexicon Genetics Incorporated to Parent.

⁹ No. 53: Co-owned with Sigma Aldrich (67%% interest) pursuant to 2010-11-18: Assignment of inventors rights (23865/771).

¹⁰ No. 54: Provide a copy of the recorded name change from Lexicon Genetics Incorporated to Parent.

¹¹ No. 55: Provide a copy of the recorded assignment from Lexicon Genetics INC. to Parent. NOTE: the 2007-04-25 change of name (19649/559) is an assignment from Lexicon Genetics INCORPORATED to Parent).

¹² No. 56: Provide a copy of the recorded assignment [or name change] from Lexicon Genetics INC. to Parent.

¹³ No. 57: Provide a copy of the recorded name change from Lexicon Genetics Incorporated to Parent.

¹⁴ No. 58: Provide a copy of the recorded name change from Lexicon Genetics Incorporated to Parent.

¹⁵ No. 59: Provide a copy of the recorded name change from Lexicon Genetics Incorporated to Parent.

¹⁶ No. 60: Provide a copy of the recorded name change from Lexicon Genetics Incorporated to Parent.

¹⁷ No. 61: Provide a copy of the recorded name change from Lexicon Genetics Incorporated to Parent.

EXHIBIT C

Trademarks

	<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
1.	QUPEFA	97268151	Feb. 15, 2022
2.	TUHIBRIA	97268150	Feb. 15, 2022
3.	CAVYORY	97268147	Feb. 15, 2022
4.	DYNSOLTUS	97268144	Feb. 15, 2022
5.	KYNPEFNA	97268141	Feb. 15, 2022
6.	ONTWOVA	97268138	Feb. 15, 2022
7.	KIPRYMZA	97268137	Feb. 15, 2022
8.	GOZOTA	97268133	Feb. 15, 2022
9.	INQUPLA	97268132	Feb. 15, 2022
10.	MEQUESTA	97268128	Feb. 15, 2022
11.	QUPLADA	97268125	Feb. 15, 2022
12.	SYNZULA	97268122	Feb. 15, 2022
13.	DUPLATA	97266171	Feb. 14, 2022
14.	QUPEFA	90864704	Aug. 04, 2021
15.	TUHIBRIA	90864701	Aug. 04, 2021
16.	INPEFA	90864698	Aug. 04, 2021
17.	DUPEFNA	90864693	Aug. 04, 2021
18.	MY ZYNQUISTA PATIENT SUPPORT	88307039	Feb. 19, 2019
19.	ZYNQUISTA	87628588	Sep. 29, 2017
20.	LEXCARES	87277165	Dec. 21, 2016
21.	LEXICON PHARMACEUTICALS	77205912	Jun. 14, 2007
22.	LEXICON	77205900	Jun. 14, 2007
23.	LEXICON	77088075	Jan. 22, 2007