

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FUSION PHARMACEUTICALS INC.		04/04/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC		
Street Address:	115 SOUTH UNION STREET		
Internal Address:	SUITE 300		
City:	ALEXANDRIA		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90667641	FUSION PHARMACEUTICALS INC.	
Serial Number:	90667636	FUSION PHARMACEUTICALS INC.	
Serial Number:	90447045	FUSION	
Serial Number:	88514430	FAST-CLEAR	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	030690.000087		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	04/08/2022		

CH \$115.00 90667641

Total Attachments: 10

source=Oxford_Fusion - Executed Intellectual Property Security Agreement (US) CAN Borrower 4_22#page1.tif
source=Oxford_Fusion - Executed Intellectual Property Security Agreement (US) CAN Borrower 4_22#page2.tif
source=Oxford_Fusion - Executed Intellectual Property Security Agreement (US) CAN Borrower 4_22#page3.tif
source=Oxford_Fusion - Executed Intellectual Property Security Agreement (US) CAN Borrower 4_22#page4.tif
source=Oxford_Fusion - Executed Intellectual Property Security Agreement (US) CAN Borrower 4_22#page5.tif
source=Oxford_Fusion - Executed Intellectual Property Security Agreement (US) CAN Borrower 4_22#page6.tif
source=Oxford_Fusion - Executed Intellectual Property Security Agreement (US) CAN Borrower 4_22#page7.tif
source=Oxford_Fusion - Executed Intellectual Property Security Agreement (US) CAN Borrower 4_22#page8.tif
source=Oxford_Fusion - Executed Intellectual Property Security Agreement (US) CAN Borrower 4_22#page9.tif
source=Oxford_Fusion - Executed Intellectual Property Security Agreement (US) CAN Borrower 4_22#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 4, 2022, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, VA 22314 (“**Oxford**”), as collateral agent for the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time (in such capacity, “**Collateral Agent**”), and FUSION PHARMACEUTICALS INC., a corporation organized under the federal laws of Canada, with an office located at 270 Longwood Road South, Hamilton, Ontario L8P 0A6, Canada (“**Grantor**”).

RECITALS

A. The Lenders agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Collateral Agent, the Lenders, FUSION PHARMACEUTICALS US INC. (a Delaware corporation) and the Grantor, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement). In accordance with the terms of the Loan Agreement, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral (as defined below) to secure the obligations of Grantor under the Loan Agreement.

B. Grantor has already granted to Collateral Agent, for the ratable 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, effective as of the date hereof, Grantor hereby grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of 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 copyright registrations set forth on Exhibit A attached hereto (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 Grantor now or hereafter existing, created, acquired or held;

(d) 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**”);

(e) 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 Grantor connected with and symbolized by such trademarks, including without limitation those trademark registrations and trademark applications set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”) provided however, that Trademarks shall not include any intent-to-use trademarks;

(f) 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**”);

(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.

Grantor authorizes the Canadian Intellectual Property Office, United States Patent and Trademark Office, the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Collateral Agent.

Notwithstanding the foregoing, the “Intellectual Property Collateral” shall not include any license or contract, in each case if the granting of a Lien in such license or contract is prohibited by or would constitute a default under the agreement governing such license or contract (but (A) only to the extent such prohibition is enforceable under applicable law and (B) other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-408 or 9-409 (or any other Section) of Article 9 of the Code); provided that upon the termination, lapsing or expiration of any such prohibition, such license or contract, as applicable, shall automatically be subject to the security interest granted in favor of Collateral Agent hereunder and become part of the “Intellectual Property Collateral.”

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include all Copyrights, Patents and Trademarks of Grantor and its Subsidiaries that are either registered, or for which applications for registration or grant, as applicable, are pending, on the date hereof. Grantor hereby covenants to provide prompt notice of (A) any material change in the composition of the Intellectual Property, and (B) any new Copyrights, Trademarks, Patents, or Mask Works of Grantor or any of its Subsidiaries that are either registered or for which an application for registration or grant is filed.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Lenders under the Loan Agreement, and shall become effective upon the date hereof. 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 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 Collateral Agent, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles regarding conflicts of law.

This Intellectual Property Security Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Intellectual Property Security Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Intellectual Property Security Agreement.

[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.

Address of Grantor:

270 Longwood Road South
Hamilton, ON, L8P 0A6, Canada
Attn: Corey Manchester and Maria Stahl

GRANTOR:

FUSION PHARMACEUTICALS INC.

By: 
Name: John Valliant, PhD
Title: Chief Executive Officer

Address of Collateral Agent:

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

COLLATERAL AGENT:

OXFORD FINANCE LLC, AS COLLATERAL AGENT

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement (CAN Borrower)]

TRADEMARK
REEL: 007685 FRAME: 0532

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:

270 Longwood Road South
Hamilton, ON, L8P 0A6, Canada
Attn: Corey Manchester and Maria Stahl

FUSION PHARMACEUTICALS INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

Address of Collateral Agent:

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

OXFORD FINANCE LLC, AS COLLATERAL AGENT

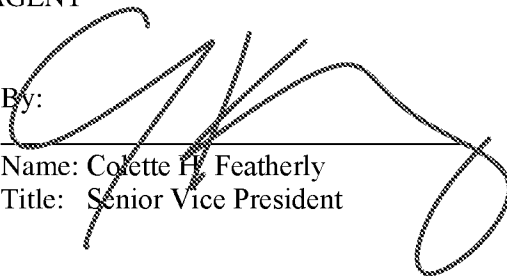
By: 
Name: Colette H. Featherly
Title: Senior Vice President

EXHIBIT A

U.S. Copyrights

	<u>Description</u>	Registration/ Application Number	Registration/ Application <u>Date</u>
	None.		

EXHIBIT B

U.S. Patents

	<u>Description</u>	<u>Applicable Number/ Date</u>	<u>Registration Number / Date</u>
1.		16/619,432 (12/04/2019)	
2.		16/619,433 (12/04/2019)	
3.		63/164,934 (03/23/2021)	
4.		63/179,089 (04/23/2021)	
5.		63/209,736 (06/11/2021)	
6.		63/194,008 (05/27/2021)	
7.		63/211,312 (06/16/2021)	
8.		63/211,314 (06/16/2021)	
9.		63/211,316 (06/16/2021)	
10.		63/211,318 (06/16/2021)	
11.	FGFR3 and PD1 Inhibitory Compositions and Associated Methods of Use for Treating Cancer	15/048,030 (02/19/2016)	
12.	Methods, Compositions, and Kits for Treatment of Cancer	15/890,278 (02/06/2018)	
13.	Methods and Compositions for Treating Cancer	16/805,508 (02/28/2020)	
14.	Macrocyclic Chelates and Uses Thereof	17/272,129 (02/26/2021)	
15.	TEM-1-Targeted Radioimmunoconjugates and Uses Thereof	PCT US2021025800 (04/05/2021)	
16.	FGFR3-Targeted Radioimmunoconjugates and Uses Thereof	PCT US2021023755 (03/23/2021)	

17.	Radioimmunoconjugates and DNA Damage and Repair Inhibitor Combination Therapy	17/337,358 (06/02/2021)	
18.	Radioimmunoconjugates and Checkpoint Inhibitor Combination Therapy	17/337,357 (06/02/2021)	
19.	Macrocyclic Chelates and Uses Thereof	PCT US2021012697 (01/08/2021)	
20.	Sustained Immunotherapy	PCT US2021012656 (01/08/2021)	
21.	Methods, Compositions, and Kits for Treatment of Cancer	16/859,006 (04/27/2020)	
22.	Methods and Compositions for Treating Cancer	PCT US2020020846 (03/03/2020)	
23.	Radioimmunoconjugates and DNA Damage and Repair Inhibitor Combination Therapy	PCT IB2019001292 (12/03/2019)	
24.	Radioimmunoconjugates and Checkpoint Inhibitor Combination Therapy	PCT IB2019001342 (12/03/2019)	
25.	IFG-1R Monoclonal Antibodies and Uses Thereof	15/971,980 (05/04/2018)	
26.	Pharmacokinetic Enhancements of Bifunctional Chelates and Uses Thereof	PCT US2018031228 (05/04/2018)	
27.	IFG-1R Monoclonal Antibodies and Uses Thereof	PCT US2018031233 (05/04/2018)	

EXHIBIT C

U.S. Trademarks

	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>
1.	FUSION PHARMACEUTICALS INC. (& design)	90/667,641 (04/23/2021)	
2.	FUSION PHARMACEUTICALS INC. (& design)	90/667,636 (04/23/2021)	
3.	FUSION	90/447,045 (01/04/2021)	
4.	FAST-CLEAR	88/514,430 (07/15/2019)	

EXHIBIT D

U.S. Mask Works

	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
	None.		