

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM744968

<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>
Shield TX (UK) Limited		08/01/2022	Limited Corporation: ENGLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AOP Health International Management AG		
<b>Street Address:</b>	Städtle 28		
<b>City:</b>	Vaduz		
<b>State/Country:</b>	LIECHTENSTEIN		
<b>Postal Code:</b>	9490		
<b>Entity Type:</b>	Aktiengesellschaft (Ag): LIECHTENSTEIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5894686	ACCRUFER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	952-896-1545		
<b>Email:</b>	ipgroup@larkinhoffman.com		
<b>Correspondent Name:</b>	Molly T. Eichten		
<b>Address Line 1:</b>	8300 Norman Center Drive, Suite 1000		
<b>Address Line 2:</b>	Larkin Hoffman Daly & Lindgren Ltd.		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55437-1060		
<b>NAME OF SUBMITTER:</b>	Molly T. Eichten		
<b>SIGNATURE:</b>	/Molly T. Eichten/		
<b>DATE SIGNED:</b>	08/01/2022		
<b>Total Attachments: 16</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of August 1, 2022 (effective date) by and between **AOP HEALTH INTERNATIONAL MANAGEMENT AG**, a company limited by shares (*Aktiengesellschaft*) incorporated in Liechtenstein (commercial register number (FL-0002.512.656-2) under the laws of the Principality of Liechtenstein, with registered address at Städtle 28, 9490 Vaduz, Liechtenstein) (“Lender”) and **SHIELD TX (UK) LIMITED**, a company incorporated in England (company number 06702064) with registered address at Northern Design Centre, Baltic Business Quarter, Gateshead, Tyne and Wear, NE8 3DF, the United Kingdom (“Grantor”).

### RECITALS

WHEREAS, Shield Therapeutics PLC, a public limited company incorporated in England (company number 09761509) (“Parent”) is party to that certain Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), with Lender. Capitalized terms used herein are used as defined in the Loan Agreement.

WHEREAS, Lender has agreed to make certain advances of money and to extend certain financial accommodations to Parent (the “Loans”) in the amounts and manner set forth in the Loan Agreement. Lender is willing to make the Loans to Parent, but only upon the conditions, among others, that Grantor shall enter into this Agreement.

WHEREAS, Grantor is a subsidiary of Parent and Grantor expects to derive substantial direct and indirect benefits from the transactions contemplated by the Loan Agreement.

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 Parent’s obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Parent’s obligations under the Loan Agreement, Grantor grants to Lender a security interest with power of sale to the extent permitted by law in all of Grantor’s right, title and interest in, all intellectual property associated with Accrufer® (collectively, the “Intellectual Property Collateral”), including, without limitation, the following property associated with Accrufer®:

- (a) 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 A attached hereto (collectively, the “Patents”);
- (b) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the goodwill connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit B attached hereto (collectively, the “Trademarks”);

(c) 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;

(d) All amendments, extensions, renewals and extensions of any of the Trademarks or Patents; and

(e) All proceeds and products of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any intent-to-use trademarks or applications therefor, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

2. Recordation. Grantor authorizes Lender to file this Agreement with the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Lender in its sole discretion. Grantor further authorizes Lender to file one or more notice and/or financing statements describing the Intellectual Property Collateral or other statutory liens held by Lender or make other filings to perfect the security interest granted herein.

3. Authorization. If the Patents and Trademarks in Exhibits A and B change, then Grantor shall within 60 days Lender with a replacement Exhibit A and/or B as applicable, which upon acceptance by Lender shall become part of this Agreement. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) record and register a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral, including without limitation against such new Intellectual Property Collateral.

4. Representations and Warranties. Grantor represents and warrants to Lender, with the intention that Lender may rely upon the same, that: (a) the intellectual property items set forth on Exhibits A and B ("Registered IP") constitute all of the US registered intellectual property associated with Accrufer<sup>®</sup> and owned by Grantor or any of its affiliate(s); (b) Grantor has absolute title to each Patent and each Trademark listed on Exhibits A and B; (c) other than as granted hereunder, such Registered IP is free and clear of liens, mortgages, pledges, encumbrances, charges, or other security interests; (d) Grantor has all requisite power and authority to grant the security interests granted hereunder and to execute and deliver this Agreement; and (e) Grantor will at its own expense maintain the Patents and the Trademarks (to the extent it is using the Trademarks in U.S. commerce) including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor.

5. Event of Default and Remedies.

(a) Event of Default. Grantor shall be deemed in default under this Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement).

(b) Remedies. Upon the occurrence and during the continuance of any such Event of Default, Lender may, at its option, take any or all of the following actions: (i) Lender may exercise any or all remedies available under the Loan Agreement; (ii) Lender may exercise and enforce any or all rights and remedies available after default to a secured creditor under the Uniform Commercial Code ("UCC") or other governing law, including but not limited to the right to take possession of any Intellectual Property Collateral,

proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which Grantor hereby expressly waives), and the right to sell, lease or otherwise dispose of or use any or all of the Intellectual Property Collateral, in each case, in accordance with the UCC ; (iii) Lender may exercise or enforce any or all other rights or remedies available to Lender by law or agreement against the Intellectual Property Collateral, against Grantor, Parent or against any other person or property; and (iv) Lender may enforce the Intellectual Property Collateral and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Termination of Security Interest. Upon the payment in full of all obligations of Parent under the Loan Agreement or conversion of all obligations of Parent into equity securities of Parent pursuant to the terms of the Loan Agreement, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Grantor. Upon such termination Lender hereby authorizes Grantor to file any documents (including, any UCC termination statements) necessary to effectuate such termination and Lender will execute and deliver to Grantor any additional documents or instruments as Grantor shall reasonably request to evidence such termination.

9. Covenants of the Lender. With reference to clause 11.2(a)(i) of the Loan Agreement, Lender acknowledges and agrees that notwithstanding anything in this Agreement, Grantor and/or Parent may grant licenses with respect to the Intellectual Property Collateral to third parties in connection with the commercialization of Accrufer® and shall (at the cost of Parent), promptly do all such acts and execute all such documents as may be necessary in order to ensure that the IP Security does not prevent the Parent or Grantor from granting licenses to third parties in connection with the commercialisation of Accrufer®. Lender's security interest in the Intellectual Property Collateral will be subject to the terms of any licenses granted to third parties in connection with the commercialization of Accrufer® (whether granted by Grantor or Parent), provided however that (i) neither Parent nor Grantor shall further encumber or grant any license any security interest senior to Lender's interests received under this Agreement and/or the Loan Agreement; and (ii) any request of release of assets, if any, from the Intellectual Property Collateral, is subject to AOP's prior written consent.

10. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (except to the extent governed by the Uniform Commercial Code or similar law as in effect in a jurisdiction other than State of New York). In such case, the law of such other jurisdiction shall

apply but solely for provisions relating to such attachment, perfection, priority or remedies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

11. Venue and Jurisdiction. Any legal action, suit or proceeding or any other matter arising out of or in connection with this Agreement shall be exclusively brought to the state and federal courts sitting in the City of New York, New York, United States. Each party consents to the jurisdiction and venue of the foregoing courts.

12. Amendments; Notice. No modification of this Agreement shall be valid unless such modification is in writing and signed by the parties hereto. All notices to be given to Grantor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement.

13. Severability; Waiver. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. The failure of a party to enforce a right under this Security Agreement shall not be construed as a waiver of that right. No waiver of any provision of this Security Agreement shall be valid unless in writing and signed by the person or party against whom the waiver is charged.

*[Signature pages follow]*

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:

**SHIELD TX (UK) LIMITED**, as Grantor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LENDER:

**AOP HEALTH INTERNATIONAL  
MANAGEMENT AG, as Lender**


By: 

Name: Andreas Steiner

Title: Group CEO

LENDER:

**AOP HEALTH INTERNATIONAL  
MANAGEMENT AG, as Lender**

By: DocuSigned by:  
  
7AF22509502B4D1...

Name: Michael Steiger

Title: Board Member



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EXHIBIT A**United States Patents**

<u>Patent/ Application Number</u>	<u>Status</u>	<u>Grant/ Application Date</u>
7459569	Granted	02-Dec-2008
9248148	Granted	02-Feb-2016
9096629	Granted	04-Aug-2015
10179120	Granted	15-Jan-2019
9802973	Granted	31-Oct-2017
10786514	Granted	29-Sep-2020
11267836	Granted	08-Mar-2022
11155529	Granted	26-Oct-2021
10508094	Granted	17-Dec-2019
16/089720	Pending (Allowed and Issue Fee Paid 30-June-2022)	31-Mar-2017

EXHIBIT B

**United States Trademarks**

<u>Description</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ACCRUFER	Registered	5894686	29-Oct-2019
FERACCRU	Registered	5440493	10-Apr-2018

4872-1435-7036, v. 5

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WHEREAS, Grantor is a subsidiary of Parent and Grantor expects to derive substantial direct and indirect benefits from the transactions contemplated by the Loan Agreement.

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 Parent’s obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

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- (a) 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 A attached hereto (collectively, the “Patents”);
- (b) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the goodwill connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit B attached hereto (collectively, the “Trademarks”);

(c) 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;

(d) All amendments, extensions, renewals and extensions of any of the Trademarks or Patents; and

(e) All proceeds and products of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any intent-to-use trademarks or applications therefor, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

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3. Authorization. If the Patents and Trademarks in Exhibits A and B change, then Grantor shall within 60 days Lender with a replacement Exhibit A and/or B as applicable, which upon acceptance by Lender shall become part of this Agreement. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) record and register a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral, including without limitation against such new Intellectual Property Collateral.

4. Representations and Warranties. Grantor represents and warrants to Lender, with the intention that Lender may rely upon the same, that: (a) the intellectual property items set forth on Exhibits A and B ("Registered IP") constitute all of the US registered intellectual property associated with Accrufer® and owned by Grantor or any of its affiliate(s); (b) Grantor has absolute title to each Patent and each Trademark listed on Exhibits A and B; (c) other than as granted hereunder, such Registered IP is free and clear of liens, mortgages, pledges, encumbrances, charges, or other security interests; (d) Grantor has all requisite power and authority to grant the security interests granted hereunder and to execute and deliver this Agreement; and (e) Grantor will at its own expense maintain the Patents and the Trademarks (to the extent it is using the Trademarks in U.S. commerce) including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor.

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proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which Grantor hereby expressly waives), and the right to sell, lease or otherwise dispose of or use any or all of the Intellectual Property Collateral, in each case, in accordance with the UCC ; (iii) Lender may exercise or enforce any or all other rights or remedies available to Lender by law or agreement against the Intellectual Property Collateral, against Grantor, Parent or against any other person or property; and (iv) Lender may enforce the Intellectual Property Collateral and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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9. Covenants of the Lender. With reference to clause 11.2(a)(i) of the Loan Agreement, Lender acknowledges and agrees that notwithstanding anything in this Agreement, Grantor and/or Parent may grant licenses with respect to the Intellectual Property Collateral to third parties in connection with the commercialization of Accrufer® and shall (at the cost of Parent), promptly do all such acts and execute all such documents as may be necessary in order to ensure that the IP Security does not prevent the Parent or Grantor from granting licenses to third parties in connection with the commercialisation of Accrufer®. Lender's security interest in the Intellectual Property Collateral will be subject to the terms of any licenses granted to third parties in connection with the commercialization of Accrufer® (whether granted by Grantor or Parent), provided however that (i) neither Parent nor Grantor shall further encumber or grant any licensee any security interest senior to Lender's interests received under this Agreement and/or the Loan Agreement; and (ii) any request of release of assets, if any, from the Intellectual Property Collateral, is subject to AOP's prior written consent.

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[Signature pages follow]

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:

**SHIELD TX (UK) LIMITED**, as Grantor

By: Greg Madison  
48A656DE4BC0481...

Name: Greg Madison

Title: CEO

LENDER:

**AOP HEALTH INTERNATIONAL  
MANAGEMENT AG, as Lender**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LENDER:

**AOP HEALTH INTERNATIONAL  
MANAGEMENT AG, as Lender**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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EXHIBIT A**United States Patents**

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