

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phasebio Pharmaceuticals, Inc.		10/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JMB Capital Partners Lending, LLC		
Street Address:	205 South Martel Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90036		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88107576	PHASEBIO	
Serial Number:	90808332	RETRIG	
Serial Number:	90808336	OPMIZTA	
Serial Number:	90808334	XYFT	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew Hintz, Esq.		
Address Line 1:	c/o Lowenstein Sandler, LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	38097.25		
NAME OF SUBMITTER:	Matthew Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz/		
DATE SIGNED:	10/10/2022		
Total Attachments: 9			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of October 7, 2022, by and between **JMB CAPITAL PARTNERS LENDING, LLC**, a California limited liability company, in its capacity as administrative agent and collateral agent ("Agent") for itself and for various other financial institutions from time to time a party to the Loan Agreement defined below, collectively, the "Lenders", and **PHASEBIO PHARMACEUTICALS, INC.**, a Delaware corporation ("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 among Grantor, Agent and Lenders dated as of March 25, 2019 (as the same may be amended, modified or supplemented from time to time, including, without limitation, by (i) that certain Consent to Loan and Security Agreement dated as of April 10, 2019, (ii) that certain First Amendment to Loan and Security Agreement dated March 19, 2020, and (iii) that certain Second Amendment to Loan and Security Agreement dated as of October 3, 2022 (the "Second Amendment"), collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lenders agreed to enter into the Second Amendment and provide the financing thereunder only upon the condition, among others, that Grantor shall reaffirm its grant to Agent, for the ratable benefit of the Lenders, of the security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement and enter into this Agreement to record such security interest in all Intellectual Property owned by Grantor which was not previously recorded in the United States Patent and Trademark Office ("USPTO").

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lender, 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

1. Assignment of Intellectual Property Security Agreement. Reference is made to that certain Intellectual Property Security Agreement dated March 19, 2020, by and among Agent (as assignee of Silicon Valley Bank ("SVB")) in its capacity as administrative agent and collateral agent, Grantor and the other parties thereto (the "Prior IPSA"). Pursuant to that certain Assignment of Trademark Security Agreement and that certain Assignment of Patent Security Agreement each dated as of October 3, 2022 ("IPSA Assignment"), SVB assigned the security

interests created by the Prior IPSA to the Agent. This Agreement further evidences the security interests assigned to the Agent pursuant to the IPSA Assignment and shall be recorded in the USPTO to evidence the Agent's security interest therein.

2. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor hereby reaffirms the grant of the security interest set forth in the Prior IPSA, and to the extent not set forth therein, hereby grants and pledges to Agent, for the ratable benefit of 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 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 set forth on Exhibit C attached hereto (collectively, the "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.

3. Recordation. Grantor authorizes 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 Agent.

4. Authorization. Grantor hereby authorizes Agent, on behalf of the Lenders, 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) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

5. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent, on behalf of the Lenders, with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

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. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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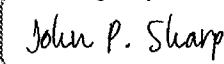
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR

Address:

PHASEBIO PHARMACEUTICALS, INC.

1 Great Valley Parkway, Suite 30
Malvern, PA 19335
ATTN: CEO

DocuSigned by:

By: _____
Name: John P. Sharp
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

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,

AGENT

Address:

205 South Martel Avenue
Los Angeles, CA 90036

JMB CAPITAL PARTNERS LENDING, LLC

DocuSigned by:
VIKAS TANDON
By: 86042F6E989444B
Name: Vikas Tandon
Title: Chief Investment

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B**Patents**

Title	Appln. No.	Appln. Date	Registration No.	Registration Date	Assignee
MODIFIED VASOACTIVE INTESTINAL PEPTIDES	12/857,103	8/16/2010	9,029,505	5/12/2015	PhaseBio
MODIFIED VASOACTIVE INTESTINAL PEPTIDES	14/681,597	4/8/2015	9,700,598	7/11/2017	PhaseBio
MODIFIED VASOACTIVE INTESTINAL PEPTIDES	15/621,320	6/13/2017			PhaseBio
MULTIMERIC ELP FUSION CONSTRUCTS	11/620,034	1/4/2007	7,709,227	5/4/2010	PhaseBio
ELP FUSION PROTEINS COMPRISING PARATHYROID HORMONE FOR CONTROLLED AND SUSTAINED RELEASE	17/633,369	8/7/2020			PhaseBio
USE OF MODIFIED VASOACTIVE INTESTINAL PEPTIDES IN THE TREATMENT OF HYPERTENSION	14/124,612	6/6/2012	9,561,262	2/7/2017	PhaseBio
USE OF MODIFIED VASOACTIVE INTESTINAL PEPTIDES IN THE TREATMENT OF HYPERTENSION	15/276,151	9/26/2016	10,940,182	3/9/2021	PhaseBio
FORMULATIONS OF ACTIVE AGENTS FOR SUSTAINED RELEASE	14/099,590	12/6/2013			PhaseBio
FORMULATIONS OF ACTIVE AGENTS FOR SUSTAINED RELEASE	15/355,386	11/18/2016	9,919,032	3/20/2018	PhaseBio
METHODS AND COMPOSITIONS FOR TREATING CYSTIC FIBROSIS	15/308,626	5/8/2015	11,052,132	7/6/2021	PhaseBio
ELP FUSION PROTEINS FOR CONTROLLED AND SUSTAINED RELEASE	15/527,985	11/20/2015	10,722,590	7/28/2020	PhaseBio
METHODS AND COMPOSITIONS FOR TREATING MUSCLE DISEASE AND DISORDERS	15/546,037	2/9/2016	10,688,156		PhaseBio
ELP FUSION PROTEINS FOR CONTROLLED AND SUSTAINED RELEASE	16/099,261	11/6/2018			PhaseBio
ELP FUSION PROTEINS COMPRISING PARATHYROID HORMONE FOR CONTROLLED AND SUSTAINED RELEASE	62/884,792	8/9/2019			PhaseBio
METALLOENZYME INHIBITOR COMPOUNDS	15/857,950	12/29/2017	10,085,984	10/2/2018	PhaseBio
METALLOENZYME INHIBITOR COMPOUNDS	16/124,846	9/7/2018	11,040,034	6/22/2021	PhaseBio
METALLOENZYME INHIBITOR COMPOUNDS	17/421,567	1/8/2020			PhaseBio
PHARMACOKINETIC & PHARMACODYNAMIC MODEL FOR DETERMINING EFFECTIVE DOSE OF ANTI-TICAGRELOR ANTIBODY	17/739,491	5/9/2022			PhaseBio
METALLOENZYME INHIBITOR COMPOUNDS	17/350,726	6/17/2021			PhaseBio
METHODS AND COMPOSITIONS FOR TREATING CYSTIC FIBROSIS	17/365,443	7/1/2021			PhaseBio
METALLOENZYME INHIBITOR COMPOUNDS	17/462,909	8/31/2021			PhaseBio
METHODS AND COMPOSITIONS FOR TREATING MUSCLE DISEASE AND DISORDERS	17/583,883	1/25/2022			PhaseBio

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
PHASEBIO	88107576	09/06/2018
RETRIG	90808332	07/02/2021
OPMIZTA	90808336	07/02/2021
XYFT	90808334	07/02/2021

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None