

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEMPESTTX, INC.	FORMERLY TEMPEST THERAPEUTICS, INC.	12/23/2022	Corporation: DELAWARE
TEMPEST THERAPEUTICS, INC.	FORMERLY MILLENDO THERAPEUTICS, INC.	12/23/2022	Corporation: DELAWARE
MILLENDO THERAPEUTICS US, INC.		12/23/2022	Corporation: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	5542225	TEMPEST THERAPEUTICS	
Registration Number:	5807263	MILLENDO THERAPEUTICS	
Registration Number:	5715829	MILLENDO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	StokesB@gtlaw.com		
Correspondent Name:	Bethany A. Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Bethany A. Stokes		
SIGNATURE:	/Bethany A. Stokes/		

CH \$90.00 5542225

DATE SIGNED:

12/28/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 23, 2022 by and between OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender (each a “**Lender**” and collectively, the “**Lenders**”), and TEMPESTTX, INC., a Delaware corporation with offices located at 7000 Shoreline Court, Suite 275, South San Francisco, CA 94080 (f/k/a TEMPEST THERAPEUTICS, INC.) (“**Existing Borrower**”), TEMPEST THERAPEUTICS, INC., a Delaware corporation (f/k/a MILLENDO THERAPEUTICS, INC., a Delaware corporation) with offices located at 7000 Shoreline Court, Suite 275, South San Francisco, CA 94080 (“**New Parent Borrower**”) and MILLENDO THERAPEUTICS US, INC., a Delaware corporation with offices located at 7000 Shoreline Court, Suite 275, South San Francisco, CA 94080 (“**New Sub Borrower**” and together with the New Parent Borrower, individually and collectively, jointly and severally, “**Grantor**”).

RECITALS

A. 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 between Collateral Agent, the Lenders and Grantor dated as of January 15, 2021 (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). 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. Pursuant to the terms of the Loan Agreement, Grantor has already 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 (other than the Intellectual Property 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 hereby 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 Intellectual Property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including without limitation those copyrights, patents, trademarks and mask works listed on Exhibits A, B, C, and D 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.

This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of California.

[Signature Page Follows]

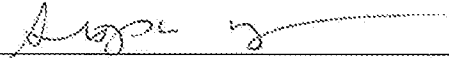
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

TEMPESTTX, INC.

7000 Shoreline Court, Suite 275
South San Francisco, CA 94080
Attn: Stephen Brady

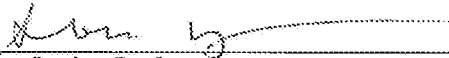
By: 
Name: Stephen Brady
Title: Chief Executive Officer

GRANTOR:

Address of Grantor:

TEMPEST THERAPEUTICS, INC.

7000 Shoreline Court, Suite 275
South San Francisco, CA 94080
Attn: Stephen Brady

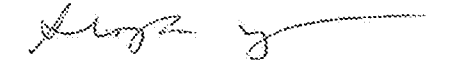
By: 
Name: Stephen Brady
Title: Chief Executive Officer

GRANTOR:

Address of Grantor:

MILLENDO THERAPEUTICS US, INC.

7000 Shoreline Court, Suite 275
South San Francisco, CA 94080
Attn: Stephen Brady

By: 
Name: Stephen Brady
Title: Chief Executive Officer

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

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

By: _____
Name: _____
Title: _____

[Signature Page to IP 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.

GRANTOR:

Address of Grantor:

TEMPESTTX, INC.

7000 Shoreline Court, Suite 275
South San Francisco, CA 94080
Attn: _____

By: _____
Name: _____
Title: _____

GRANTOR:

Address of Grantor:

TEMPEST THERAPEUTICS, INC.

7000 Shoreline Court, Suite 275
South San Francisco, CA 94080
Attn: _____

By: _____
Name: _____
Title: _____

GRANTOR:

Address of Grantor:

MILLENDO THERAPEUTICS US, INC.

7000 Shoreline Court, Suite 275
South San Francisco, CA 94080
Attn: _____

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

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

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



EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

[see attached]

Title	WSGR Marker	Country	Application No.	Filing Date	Patent No.	Issue Date	Application Status	US Issued	US pending	Foreign Issued	Foreign pending	PCT Pending
TMAZOLONE PPARA COMPOUNDS	711.608	US	657793306	20-Dec-2012			Expired					
	711.831	US	14/654,225	19-Jun-2015	9,676,754	13-Jun-2017	Issued	1				
	711.301	US	15/590,766	08-May-2017	10,568,871	25-Feb-2020	Issued	1				
	711.302	US	16/722,773	20-Dec-2019			Pending		1			
	711.603	US	15/590,766	20-Dec-2013			Abandoned					
	711.681	Australia	2013363398	10-Dec-2013	2013363398	14-Sep-2017	Granted			1		
	711.691	Brazil	1120150133509	10-Dec-2013	BR 112015013350-9	05-Apr-2022	Granted			1		
	711.701	Canada	2,894,281	10-Dec-2013	2,894,281	20-Apr-2021	Granted			1		
	711.653	Switzerland	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1		
	711.711	China	201380070398.X	10-Dec-2013	ZL201380070398.X	26-Apr-2017	Granted			1		
	711.658	Germany	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1		
	711.621	Germany	13863783.0	10-Dec-2013	602013024593.2	02-Aug-2017	Granted			1		
	711.656	Denmark	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1		
	711.591	Eurasia	201590909	10-Dec-2013	027986	29-Sep-2017	Granted			1		
	711.611	EP	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Validated					
	711.658	Spain	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1		
	711.659	Finland	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1		
	711.631	France	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1		
	711.641	United Kingdom	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1		
	711.891	Hong Kong	16100494.3	10-Dec-2013	HK11212680	27-Apr-2018	Granted			1		
711.662	Ireland	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1			
711.731	Israel	239372	10-Dec-2013	239372	01-Dec-2018	Granted			1			
711.741	India	1541/MUNNP/2015	10-Dec-2013	331544	07-Feb-2020	Granted			1			
711.663	Italy	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1			
711.761	Japan	2015-549466	10-Dec-2013	6404230	21-Sep-2018	Granted			1			
711.771	Korea	10-2015-7017924	10-Dec-2013	10-2300675	03-Sep-2021	Granted			1			
711.781	Mexico	MX/9/2015/007433	10-Dec-2013	376108	14-Oct-2020	Granted			1			
711.666	Netherlands	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1			
711.901	Norway	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1			
711.733	New Zealand	708805	10-Dec-2013			Abandoned						
711.661	Poland	30312093	10-Dec-2013			Abandoned						
711.669	Sweden	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1			
711.821	Singapore	11201504622P	10-Dec-2013	11201504622P	19-Feb-2018	Granted			1			
711.672	Turkey	13863783.0	10-Dec-2013	2935228	02-Aug-2017	Granted			1			
711.841	South Africa	2015/04211	10-Dec-2013	2015/04211	20-Dec-2017	Granted			1			
PPARA biomarkers	718.101	US	63/383,054	09-Nov-2022					1			
	731.831	US	16/605,408	15-Oct-2019			Pending		1			
	731.301	US	16/880,756	22-Jun-2021	11,066,405	20-Jul-2021	Issued	1				
	731.401	US	17/354,010	22-Jun-2021			Pending		1			
	731.681	Australia	2018255300	17-Apr-2018	2018255300	10-Feb-2022	Granted			1		
	731.691	Brazil	1120190217908	17-Apr-2018			Pending					1
	731.701	Canada	3,060,554	17-Apr-2018			Pending					1

731.711	China	201880040801.7	17-Apr-2018			Pending			1
731.591	Eurasia	201992418	17-Apr-2018	38381	18-Aug-2021	Granted		1	
731.611	EP	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Validated			
731.651	Belgium	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Granted		1	
731.653	Switzerland	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Granted		1	
731.621	Germany	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Granted		1	
731.656	Denmark	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Granted		1	
731.658	Spain	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Granted		1	
731.631	France	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Granted		1	
731.641	UK	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Granted		1	
731.662	Ireland	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Granted		1	
731.663	Italy	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Granted		1	
731.666	Netherlands	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Granted		1	
731.669	Sweden	18722359.9	17-Apr-2018	3612517	02-Mar-2022	Granted		1	
731.891	Hong Kong	62020010449.0	17-Apr-2018			Pending			1
731.731	Israel	270021	17-Oct-2019			Pending			1
731.741	India	201917046622	17-Apr-2018			Pending			1
731.761	Japan	2019-556633	17-Apr-2018			Pending			1
731.771	Korea	10-2019-7033510	17-Apr-2018			Pending			1
731.781	Mexico	MX/a/2019/012541	17-Apr-2018			Pending			1
731.821	Singapore	11201909730P	17-Apr-2018			Pending			1
731.841	South Africa	2019/06947	17-Apr-2018			Pending			1
732.102	US	62/746,843	17-Oct-2018			Expired			
732.201	US	16/587,294	17-Apr-2019	10,968,201	06-Apr-2021	Issued	1		
732.301	US	17/070,554	14-Oct-2020	11,472,789	18-Oct-2022	Issued	1		
732.302	US	17/847,811	23-Jun-2022			Pending		1	
732.681	Australia	2019255717	17-Apr-2019			Pending			1
732.691	Brazil	1120200210420	17-Apr-2019			Pending			1
732.701	Canada	3,096,894	17-Apr-2019			Pending			1
732.711	China	201980040841.6	17-Apr-2019			Pending			1
732.591	Eurasia	202092273	17-Apr-2019			Pending			1
732.611	EP	19725441.0	17-Apr-2019			Pending			1
732.891	Hong Kong	62021034786.5	17-Apr-2019			Pending			1
732.731	Israel	277963	17-Apr-2019			Pending			1
732.741	India	202017046272	17-Apr-2019			Pending			1
732.761	Japan	2020-555164	17-Apr-2019			Pending			1
732.771	Korea	10-2020-7032916	17-Apr-2019			Pending			1
732.781	Mexico	MX/a/2020/010879	17-Apr-2019			Pending			1
732.821	Singapore	11202010153W	17-Apr-2019			Pending			1
732.841	South Africa	2020/06400	17-Apr-2019			Pending			1
739.101	US	63/383,132	10-Nov-2022			Pending		1	
739.101	US	63/383,132	10-Nov-2022			Pending		1	

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Serial/ Registration No.</u>	<u>File Date</u>	<u>Jurisdiction</u>
TempestTX, Inc.	TEMPEST THERAPEUTICS	5542225	June 12, 2017	US
Tempest Therapeutics, Inc.	MILLENDO THERAPEUTICS	5807263	September 29, 2016	US
Tempest Therapeutics, Inc.	MILLENDO	5715829	December 17, 2015	US

EXHIBIT D

Mask Works

None.