

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aptevo BioTherapeutics LLC		03/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	250 Yonge Street		
Internal Address:	11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5B 2L7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4597459	IXINITY	
Registration Number:	4923507	IXPERIENCE	
Serial Number:	97308301	IXINITY	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	8888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Michelle A. Covert		
SIGNATURE:	/Michelle A. Covert/		
DATE SIGNED:	03/08/2023		
Total Attachments: 10			
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TRADEMARK COLLATERAL AGREEMENT

This 8th day of March, 2023, Aptevo BioTherapeutics LLC, a Delaware limited liability company (“*Debtor*”) with its principal place of business and mailing address at 29 N Wacker Dr., Suite 704, Chicago, IL 60606, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, with its mailing address at 250 Yonge Street, 11th Floor, Toronto, Ontario M5B 2L7, acting as administrative agent hereunder for the Secured Parties, as defined in the Security Agreement referred to below (together with its successors or assigns acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

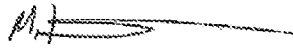
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

APTEVO BIOTHERAPEUTICS LLC

By 
Name: Marcel Konrad
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By 
Name Hassan Baig
Title Director, Corporate Finance



Nicholas Drew
Director

Aptevo Trademarks:


Mark	Country	Class Goods	Appl No	Appl Date	Reg No	Reg Date
IXINITY	US	(005 - INTERNATIONAL) Pharmaceutical preparations for the treatment of hemophilia	85/220,714	01/19/2011	4,597,459	09/02/2014
IXINITY	AR	(005 - INTERNATIONAL) Pharmaceutical preparations	3165116	05/17/2012	2596265	10/07/2013
IXINITY	AU	(005 - INTERNATIONAL) Pharmaceutical preparations	1480170	03/14/2012	1480170	10/15/2012
IXINITY	BR	(005 - INTERNATIONAL) Pharmaceutical preparations	904637328	03/23/2012	904637328	05/16/2017
IXINITY	CA	(W - NATIONAL) Pharmaceutical preparations for the treatment of hemophilia	1,568,455	03/13/2012	TMA1,057,509	10/04/2019

Mark	Country	Class Goods	Appl. No	Appl. Date	Reg No	Reg Date
IXINITY	CH	(005 - INTERNATIONAL) Pharmaceutical preparations	52998/2012	03/14/2012	627391	03/22/2012
IXINITY	CL	(005 - INTERNATIONAL) Pharmaceutical preparations	999711	03/23/2012	1056965	11/14/2013
IXINITY	CN	(005 - INTERNATIONAL) Pharmaceutical preparations	10645298	03/20/2012	10645298	05/21/2013
IXINITY	CO	(005 - INTERNATIONAL) Pharmaceutical preparations (medications) for the treatment of hemophilia	12079796	03/15/2012	477717	08/30/2013
IXINITY	EM	(005 - INTERNATIONAL) Pharmaceutical preparations for the treatment of hemophilia	9671249	01/19/2011	9671249	06/27/2011
IXINITY	IL	(005 - INTERNATIONAL) Pharmaceutical preparations	245198	03/14/2012	245198	02/04/2014
IXINITY	JP	(005 - INTERNATIONAL) Pharmaceutical preparations and other preparations for destroying vermin, fungicides, herbicides	2012-019936	03/15/2012	5519002	08/31/2012
IXINITY	KR	(005 - INTERNATIONAL)	40-2012-0020248	03/27/2012	40-0960235	03/25/2013

Mark	Country	Class Goods	Appl. No	Appl. Date	Reg No	Reg Date
		Pharmaceutical preparations				
IXINITY	NO	(005 - INTERNATIONAL) Pharmaceutical preparations; (042 - INTERNATIONAL) Pharmaceutical research and product development services; (044 - INTERNATIONAL) Medical services; medical treatment; medical services; information regarding medical services, medical treatment and pharmaceutical preparations	201202805	03/14/2012	266290	07/06/2012
IXINITY	TW	(005 - INTERNATIONAL) Pharmaceutical preparations	101017402	04/02/2012	01538533	10/01/2012
IXINITY	US	(005 - INTERNATIONAL) Pharmaceutical preparations for the treatment of hemophilia	85/220,714	01/19/2011	4,597,459	09/02/2014
IXINITY	UK	(005 - INTERNATIONAL) Pharmaceutical preparations for	UK00909671 249	01/19/2011	UK00909671 249	6/27/2011

Duplicate

Mark	Country	Class Goods	Appl. No	Appl. Date	Reg No	Reg Date
		the treatment of hemophilia				
IXINITY	ZA	(005 - INTERNATIONAL) Pharmaceutical preparations	201207095	03/19/2012	201207095	09/30/2013
IXPERIENCE	US	(044 - INTERNATIONAL) Medical consultation; patient assistance programs, namely, providing information to patients in the field of administering medications, patient counseling regarding hemophilia, counseling services relating to hemophilia management, providing patient information relating to the therapeutic properties of pharmaceuticals ; and providing online information relating to therapeutic properties of pharmaceuticals ; discount drug plan, namely, patient assistance programs to provide drugs at	86/322,313	06/27/2014	4,923,507	03/22/2016

Mark	Country	Class Goods	Appl. No	Appl. Date	Reg No	Reg Date
		a discounted rate to low-income patients				
 IXINITY	US	IC 044. US 100 101. G & S: Providing health information via a website.	97308301	03/11/2022	NA	NA