

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centrexion Therapeutics Corporation		07/11/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avenue Venture Opportunities Fund, L.P., as Agent		
Street Address:	11 West 42nd Street		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97800440	JOYNTIQA	
Serial Number:	97800435	NUGO	
Serial Number:	88796521	JOYNTIQA	
Serial Number:	88796516	NUGO	
Serial Number:	87684482	CENTREXION THERAPEUTICS	
Serial Number:	86051546	CENTREXION	
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>			
Phone:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		

CH \$165.00 97800440

DATE SIGNED:

07/12/2023

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("**Agreement**") is entered into as of July 11, 2023 by and between (a) **AVENUE VENTURE OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership ("**Avenue**"), in its capacity as administrative agent and collateral agent for Lenders (in such capacity, "**Agent**"), and (b) **CENTREXION THERAPEUTICS CORPORATION**, a Delaware corporation ("**Company**"), and each Additional Borrower party to the Loan Agreement (as defined below) (together with Company, "**Grantor**").

RECITALS

A. Avenue and each of the other "Lenders" from time to time a party to the Loan Agreement (collectively, the "**Lenders**") have 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 Lenders, Agent and Grantor dated as of the date hereof (as the same may be amended, modified, supplemented or restated from time to time, collectively, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a 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.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to 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 of 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.

2. 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.

3. Authorization. Grantor hereby authorizes Agent 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.

4. 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 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.

5. 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.

6. 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.

7. 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).

8. Electronic Execution of Certain Other Documents. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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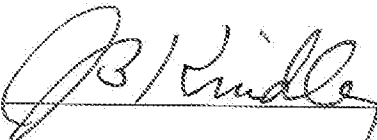
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

200 State Street
Boston, Massachusetts 02109
Attn: Mike Ward, Chief Financial Officer

GRANTOR:

**CENTREXION THERAPEUTICS
CORPORATION**

By: 

Name: Jeff Kindler

Title: Chief Executive Officer

Address:

11 West 42nd Street, 9th Floor
New York, NY 10036
Attn: Todd Greenberg, Senior Managing Director

AGENT:

**AVENUE VENTURE OPPORTUNITIES
FUND, L.P., as Agent**
By: Avenue Venture Opportunities Partners,
LLC
Its: General Partner

By: _____

Name: Sonia Gardner

Title: Member

[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.

GRANTOR:

Address:

**CENTREXION THERAPEUTICS
CORPORATION**

200 State Street
Boston, Massachusetts 02109
Attn: Mike Ward, Chief Financial Officer

By: _____

Name: Jeff Kindler

Title: Chief Executive Officer

AGENT:

Address:

**AVENUE VENTURE OPPORTUNITIES
FUND, L.P., as Agent**

By: Avenue Venture Opportunities Partners,
LLC

Its: General Partner

11 West 42nd Street, 9th Floor
New York, NY 10036
Attn: Todd Greenbarg, Senior Managing Director

By: _____

Name: Sonia Gardner

Title: Member

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
(Cyano-Dimethyl-Methyl)-Isoxazoles and -- [1,3,4]Thiadiazoles	8865744	10/21/14
Novel (Cyano-Dimethyl-Methyl)-Isoxazoles and -- [1,3,4]Thiadiazoles	10112934	10/30/18
Stable aqueous capsaicin injectable formulations and medical uses thereof	11000490	05/11/21
(4-((3R,4R)-3-Methoxytetrahydro-Pyran-4- Ylamino)Piperidin-1-YL)(5-Methyl-6-((2R,6S)-6-(P- Tolyl)Tetrahydro-2H-Pyran-2-YL)Methylamino)Pyrimidin-4- YL) Methanone Citrate	10568885	02/25/20
(4-((3R,4R)-3-Methoxytetrahydro-Pyran-4- Ylamino)Piperidin-1-YL)(5-Methyl-6-((2R,6S)-6-(P- Tolyl)Tetrahydro-2H-Pyran-2-YL)Methylamino)Pyrimidin-4- YL) Methanone Citrate	11147814	10/19/21
Capsaicinoid prodrug compounds and their use in treating medical conditions	11254659	02/22/22
Methods and compositions for treatment of pain using capsaicin	11026903	06/08/21
Infiltration of capsaicin into surgical sites and open wounds	8367733	02/05/13
Injectable resiniferatoxin	15363475	11/29/16
Stable aqueous capsaicin injectable formulations and medical uses thereof	17701160	03/22/22
High concentration local anesthetic formulations	14483839	09/11/14
Novel (Cyano-Dimethyl-Methyl)-Isoxazoles and -- [1,3,4]Thiadiazoles	9650370	05/16/17
New CCR2 receptor antagonists and uses thereof	10196402	02/05/19
(4-((3R,4R)-3-Methoxytetrahydro-Pyran-4- Ylamino)Piperidin-1-YL)(5-Methyl-6-((2R,6S)-6-(P- Tolyl)Tetrahydro-2H-Pyran-2-YL)Methylamino)Pyrimidin-4- YL) Methanone Citrate	10213428	02/26/19
Stable aqueous capsaicin injectable formulations and medical uses thereof	10765649	09/08/20
Capsaicinoids for use in treating acral lick granuloma	16937810	07/24/20
Novel (Cyano-Dimethyl-Methyl)-Isoxazoles and -- [1,3,4]Thiadiazoles	17398155	08/10/21

High concentration local anesthetic formulations	9370500	06/21/16
New somatostatin receptor subtype 4 (SSTR4) agonists	9371282	06/21/16
New CCR2 receptor antagonists and uses thereof	9670222	06/06/17
Instillation administration of capsaicinoids for the treatment of pain	8158682	04/17/12
Process and intermediates for the production of CCR2 antagonists	9067951	06/30/15
New somatostatin receptor subtype 4 (SSTR4) agonists	9789082	10/17/17
Stable aqueous capsaicin injectable formulations and medical uses thereof	10772853	09/15/20
Novel (Cyano-Dimethyl-Methyl)-Isoxazoles and -- [1,3,4]Thiadiazoles	11084810	08/10/21
Capsaicin sequential dosing method for treatment of Morton's Neuroma pain	16751844	01/24/20
High concentration local anesthetic formulations	8119694	02/21/12
Cyclic Pyrimidin-4-Carboxamides as CCR2 receptor antagonists for treatment of inflammation, asthma and COPD	13140591	08/10/11
Cyclic Pyrimidin-4-Carboxamides ad CCR2 receptor antagonists for treatment of inflammation, asthma, and COPD	8835440	09/16/14
Somatostatin Receptor subtype 4 (SSTR4) agonists	10166214	01/01/19
High concentration local anesthetic formulations	10758502	09/01/20
Capsaicin sequential dosing method for treatment of Morton's Neuroma pain	16070889	07/18/18
Compositions and methods for intrathecal administration of Mcoppb for pain relief	11045459	06/29/21
Stable aqueous capsaicin injectable formulations and medical uses thereof	11344516	05/31/22
High concentration local anesthetic formulations	11517546	12/06/22
Methods and compositions for treatment of pain using capsaicin	17339414	06/04/21
New CCR2 receptor antagonists and uses thereof	8765949	07/01/14
Injectable resiniferatoxin	16737557	01/08/20
CCR2 receptor antagonists and uses thereof	17345110	06/11/21
Injectable resiniferatoxin	13862260	04/12/13
Novel (Cyano-Dimethyl-Methyl)-Isoxazoles and -- [1,3,4]Thiadiazoles	10570125	02/25/20
CCR2 receptor antagonists and uses thereof	11046706	06/29/21

Capsaicinoid prodrug compounds and their use in treating medical conditions	11447444	09/20/22
Injectable capsaicin	8420600	04/16/13
Capsaicinoids for use in treating ACRAL lick granuloma	15524843	05/05/17
Stable aqueous capsaicin injectable formulations and medical uses thereof	10493047	12/03/19
Compositions and methods for intrathecal administration of Mcoppb for pain relief	17327888	05/24/21

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
JOYNTIQA	97800440	02/17/23
NUGO	97800435	02/17/23
JOYNTIQA	88796521	02/13/20
NUGO	88796516	02/13/20
CENTREXION THERAPEUTICS	87684482	11/14/17
CENTREXION	86051546	08/29/13

EXHIBIT D

Mask Works

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