

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shield TX (UK) Limited		10/02/2023	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	SWK Funding LLC		
Street Address:	5956 Sherry Lane, Suite 650		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5894686	ACCRUFER	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	10/04/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 2, 2023 (as may be amended, restated, amended and restated, waived, supplemented, or otherwise modified from time to time, this “Agreement”), made by SHIELD TX (UK) LIMITED, a private limited company incorporated in England and Wales with company number 06702064 (“Grantor”), in favor of SWK FUNDING LLC, a Delaware limited liability company as agent (in such capacity, “Agent”) for the Lenders (as defined below) party to the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 28, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Shield Therapeutics PLC (“Borrower”), Agent and the financial institutions party thereto from time to time as lenders (each a “Lender” and collectively, the “Lenders”), Agent and Lenders have agreed to make certain financial accommodations available to Borrower, and pursuant to that certain Guarantee and Collateral Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among Grantor, the other grantors party thereto from time to time, and Agent, Grantor has guaranteed the repayment of the amounts owed pursuant to the Credit Agreement and has granted a security interest to Agent, for the benefit of Agent and Lenders, in, among other things, all right, title and interest of Grantor in, to and under all of Grantor’s Intellectual Property (as defined in the Credit Agreement), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule I hereto, as applicable.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement, Grantor hereby agrees with Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

(b) Other Definitional Provisions.

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the payment and performance of the Secured Obligations, Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Guarantee and Collateral Agreement, does hereby grant) to Agent, for the benefit of Agent and Lenders, a lien and security interest in Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each

case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor's right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor's business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral"); provided, that the IP Collateral shall not include: 1) the Excluded Property; and 2) any Intellectual Property (or ancillary rights thereto) located outside of scope for the United States Patent and Trademark Office or any other similar office or department in the United States and which is subject to security under the English Debenture. This Agreement is not to be construed as an assignment of any Intellectual Property.

3. **No Limitation; Loan Documents.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office, the United States Copyright Office, as well as with any similar office or department of any other foreign or domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of Agent and Lenders, under the Guarantee and Collateral Agreement and the other Loan Documents, and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. The other Loan Documents (and all rights and remedies of Grantor, Agent, and Lenders thereunder) shall remain in full force and effect in accordance with their terms.

4. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

5. **GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.**

6. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts with the same effect as if all parties had executed the same document. All counterparts shall be construed together and shall constitute a single agreement. Further, the parties hereto consent and agree that this Agreement may be signed and/or transmitted by e-mail of any .pdf file, .jpeg file, or any other electronic or image file, or any "electronic signature" as defined under the U.S. Electronic Signatures in Global and National Commerce Act or the New York Electronic Signatures and Records Act, which includes any electronic signature provided using Orbit, Adobe Sign, DocuSign, or any other similar platform identified by the parties hereto and reasonably available at no undue burden or expense to the Agent), except to the extent the Agent requires otherwise. Any such electronic signatures shall be valid, effective and legally binding as if such electronic signatures were handwritten signatures and shall be deemed to have been duly and validly delivered for all purposes hereunder. No party hereto shall raise the use of e-mail or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of e-mail or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

7. **Conflicting Terms.** In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Credit Agreement or the Guarantee and Collateral Agreement or the

English Debenture, as the case may be, the terms of the Credit Agreement or the Guarantee and Collateral Agreement or the English Debenture, as applicable, shall control.

[Remainder of page intentionally blank; signature page follows.]

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

GRANTOR:

SIGNED by Hans Peter-Rudolph)
and Lucy Huntington-Bailey)
on behalf of SHIELD TX (UK) LIMITED)

DocuSigned by:
Hans Peter Rudolf
.....

Director

DocuSigned by:
Lucy Huntington-Bailey
.....

Director

AGENT:

SWK FUNDING LLC, a Delaware limited liability company, as Agent and a Lender

By: SWK Holdings Corporation, a Delaware corporation, its sole Manager

DocuSigned by:

By:  _____

Name: Joe D. Staggs

Title: President and Chief Executive Officer

Schedule I

Patents

OWNER	Application No.	Filing Date	Patent No.	Issued Date	TITLE
SHIELD TX (UK) LIMITED	15/520753	April 20, 2017	10786514	September 29, 2020	DOSAGE REGIMENT OF FERRIC MALTOOL FERRIC MALTOOL COMPOSITIONS FOR USE IN THE TREATMENT OR PREVENTION OF CANCER AND TUMOURS
SHIELD TX (UK) LIMITED	16/089720	September 28, 2018	11406664	August 9, 2022	METHODS FOR PRODUCING FERRIC MALTOOL COMPOSITIONS FROM FERROUS HYDROXIDES
SHIELD TX (UK) LIMITED	16/089801	September 28, 2018	10508094	December 17, 2019	METHODS FOR PRODUCING FERRIC MALTOOL COMPOSITIONS FROM ELEMENTAL IRON
SHIELD TX (UK) LIMITED	16/089788	September 28, 2018	11155529	October 26, 2021	METHODS FOR PRODUCING FERRIC MALTOOL COMPOSITIONS FROM LIGAND MODIFIED AND LIGAND COATED FERRIC HYDROXIDES
SHIELD TX (UK) LIMITED	16/089764	September 28, 2018	11267836	March 8, 2022	DOSAGE REGIMEN OF FERRIC TRIMALTOOL
SHIELD TX (UK) LTD.	15/110003	July 6, 2016	10179120	January 15, 2019	PROCESS OF FORMING IRON HYDROXYRONE COMPOUNDS
SHIELD TX (UK) LTD.	13/981551	December 13, 2013	9096629	August 4, 2015	MONO (IRON HYDROXYRONE) AND COMBINATION (IRON HYDROXYRONE AND GI INFLAMMATION INHIBITING AGENTS) COMPOSITIONS FOR ANAEMIA OR H. PYLORI INFECTIONS
SHIELD TX (UK) LTD.	12/992528	April 11, 2011	9248148	February 2, 2016	CRYSTALLINE FORMS OF FERRIC MALTOOL
SHIELD TX (UK) LTD.	15/039943	May 27, 2016	9802973	October 31, 2017	

Trademarks

Owner's Name	Serial Number	Registration Number	Mark	Filing Date	Registration Date	Status
Shield TX (UK)Limited	79207452	1344511	FERACCRU	February 3, 2017	April 10, 2018	66A
Shield TX (UK)Limited	88212183	5894686	ACCRUFER	November 30, 2018	October 29, 2019	44E