

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lexicon Pharmaceuticals, Inc.		03/17/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC		
Street Address:	115 South Union Street, Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7146395	INPEFA	
Registration Number:	7141092	INPEFA. SOTAGLIFLOZIN TABLETS	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2180228 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	11/15/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 17, 2022 by and between OXFORD FINANCE LLC, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and LEXICON PHARMACEUTICALS, INC. ("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 between Collateral Agent, the Lenders and Grantor dated March 17, 2022 (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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

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

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 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 Collateral consisting of Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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.

The provisions of Section 11 of the Loan Agreement are hereby incorporated by reference *mutatis mutandis*.

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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 of Grantor:

LEXICON PHARMACEUTICALS, INC.

c/o LEXICON PHARMACEUTICALS, INC.
2445 Technology Forest Blvd., 11th Floor
The Woodlands, TX 77381
Attn: Jeffrey L. Wade, J.D., President and CFO
Email: jwade@lexpharma.com

By: Jeffrey L. Wade
Name: Jeffrey L. Wade
Title: President and Chief Financial Officer

With a copy to:

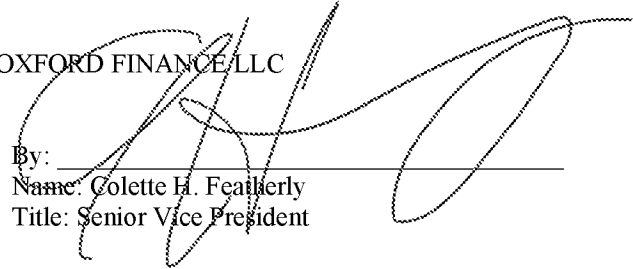
Vinson & Elkins
1001 Fannin Street, Suite 2500
Houston, TX 77002
Attn: Guy Gribov
Fax: (713) 615-5295
Email: ggribov@velaw.com

COLLATERAL AGENT:

Address of Lender:

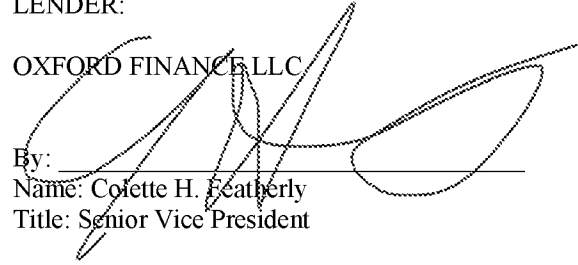
115 South Union Street,
Suite 300 Alexandria,
Virginia 22314
Attn: Legal Department

OXFORD FINANCE LLC

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

LENDER:

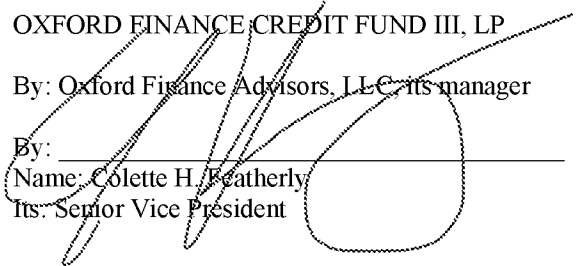
OXFORD FINANCE LLC

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

LENDER:

OXFORD FINANCE CREDIT FUND III, LP

By: Oxford Finance Advisors, LLC, its manager

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

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B
Patents

VHPM REF.	COUNTRY	APPLN NO.	FILING DATE	PATENT NO.	ISSUE DATE	TITLE
01515.043US1	United States of America	17/233,830	Apr 19, 2021	11,730,723	Aug 22, 2023	COMPOUNDS AND METHODS FOR TREATING VIRAL INFECTIONS

VHPM REF.	COUNTRY	APPLN NO.	FILING DATE	TITLE
01515.051PV1	United States of America	63/541,147	Sep 28, 2023	METHODS OF TREATING TYPE 1 DIABETES AND KIDNEY DISEASE

**EXHIBIT C
Trademarks**

V&E REF.	COUNTRY	APPLICATION NO.	FILING DATE	TITLE	
LEX350/5-174CA	Canada	2288400	Oct 20, 2023	INPEFA	
LEX350/5-176CA	Canada	2288399	Oct 20, 2023	INPEFA LOGO	
LEX350/5-176CA	Canada	2288392	Oct 20, 2023	INPEFA TOGETHER LOGO	

V&E REF.	COUNTRY	APPLICATION NO.	REG. NO.	REG. DATE	TITLE
LEX350/5-156US	United States of America	90/864698	7146395	Aug 22, 2023	INPEFA
LEX350/5-172US	United States of America	97/653516	7141092	Aug 22, 2023	INPEFA LOGO