

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM872009

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Akebia Therapeutics, Inc.		01/29/2024	Corporation: DELAWARE
Keryx Biopharmaceuticals, Inc.		01/29/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kreos Capital VII (UK) Limited		
<b>Street Address:</b>	12 Throgmorton Avenue		
<b>Internal Address:</b>	c/o BlackRock Investment Management (UK) Limited - Private Debt-EMEA Venture & Growth Lending Group		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2N 2DL		
<b>Entity Type:</b>	Limited: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4956680	AURYXIA	
<b>Registration Number:</b>	5622940	AKEBIA THERAPEUTICS	
<b>Registration Number:</b>	4841166	KERYX	
<b>Registration Number:</b>	4844953	KERYX BIOPHARMACEUTICALS, INC	
<b>Registration Number:</b>	5650565	VDT	
<b>Registration Number:</b>	6885081	VAFSEO	
<b>Registration Number:</b>	6004026	AKEBIACARES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<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>			
<b>Phone:</b>	9498527792		
<b>Email:</b>	ipprosecution@orrick.com, vsantos@orrick.com, amosley@orrick.com		
<b>Correspondent Name:</b>	ORRICK, HERRINGTON & SUTCLIFFE LLP		
<b>Address Line 1:</b>	2050 Main Street, Suite 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-8255		
<b>ATTORNEY DOCKET NUMBER:</b>	52516.10		

CH \$190.00 4956680

<b>NAME OF SUBMITTER:</b>	Asheli Mosley
<b>SIGNATURE:</b>	/Asheli Mosley/
<b>DATE SIGNED:</b>	01/29/2024
<b>Total Attachments: 7</b> source=Akebia - Trademark Security Agreement [Executed]#page1.tif source=Akebia - Trademark Security Agreement [Executed]#page2.tif source=Akebia - Trademark Security Agreement [Executed]#page3.tif source=Akebia - Trademark Security Agreement [Executed]#page4.tif source=Akebia - Trademark Security Agreement [Executed]#page5.tif source=Akebia - Trademark Security Agreement [Executed]#page6.tif source=Akebia - Trademark Security Agreement [Executed]#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 29, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Akebia Therapeutics, Inc., a Delaware corporation and Keryx Biopharmaceuticals, Inc., a Delaware corporation (each, a “**Grantor**,” and collectively, the “**Grantors**”) in favor of Kreos Capital VII (UK) Limited, as lender and lender representative (in such capacity and together with its successors and permitted assigns, the “**Lender Representative**”).

**WHEREAS** the Grantors are party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantors, the other grantors from time to time party thereto and the Lender Representative, pursuant to which the Grantors granted a security interest to the Lender Representative in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Lender Representative as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Loan Agreement (as defined in the Collateral Agreement), as applicable.

### SECTION 2. GRANT OF SECURITY INTEREST

**SECTION 2.1** Scope of Grant. The Grantors, as security for the payment and performance in full of the Obligations, hereby pledge to the Lender Representative, its successors and permitted assigns, , and hereby grant to the Lender Representative, its successors and permitted assigns, , a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any

unregistered trademarks and service marks used by the Grantors and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any person with respect to any of the foregoing.

**SECTION 2.2** Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender Representative pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Lender Representative with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

### **SECTION 4. RECORDATION**

The Grantors hereby authorize and request that the USPTO and other like trademark offices throughout the world record this Agreement. The Grantors agree to cooperate as reasonably requested by the Lender Representative, with respect to the execution of any documents, or other actions, reasonably required in order to effectuate the intent of this Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Security Period. Upon the termination of this Agreement, the Lender Representative shall, at the sole expense of the Grantors, execute all

documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

#### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

#### **SECTION 7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**AKEBIA THERAPEUTICS, INC.**, as Grantor

By: EE Snow  
Name: Ellen Snow  
Title: Chief Financial Officer

**KERYX BIOPHARMACEUTICALS, INC., as  
Grantor**

By: EE Snow

Name: Ellen Snow

Title: Chief Financial Officer

Acknowledged and Agreed:

**KREOS CAPITAL VII (UK) LIMITED.** as

Lender Representative

By:


  
Name: Aris Constantinides

Title: Director



**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

*Trademarks*

Trademark	Country	Status	Application #	Date Filed	Registration #	Registration Date	Owner
AURYXIA	United States of America	Registered	86/390,566	Sep 10, 2014	4956680	May 10, 2016	Keryx Biopharmaceuticals, Inc.
AKEBIA THERAPEUTICS	United States of America	Registered	86/217725	March 11, 2014	5622940	December 4, 2018	Akebia Therapeutics, Inc.
KERYX	United States of America	Registered	86/569,190	March 19, 2015	4841166	October 27, 2015	Keryx Biopharmaceuticals, Inc.
 KERYX BIOPHARMACEUTICALS, INC. & Design	United States of America	Registered	86/569,187	March 19, 2015	4844953	November 3, 2015	Keryx Biopharmaceuticals, Inc.
VDT	United States of America	Registered	87/621,614	Sep 25, 2017	5650565	Jan 8, 2019	Akebia Therapeutics, Inc.
VAFSEO	United States of America	Registered	87/952,874	Jun 7, 2018	6885081	Oct 25, 2022	Akebia Therapeutics, Inc.
AkebiaCares	United States of America	Registered	88/371,599	Apr 4, 2019	6004026	Mar 3, 2020	Akebia Therapeutics, Inc.

**TRADEMARK**

**REEL: 008330 FRAME: 0744**

Schedule A

4136-3159-2270

**RECORDED: 01/29/2024**