

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOPHARMA CREDIT PLC		01/26/2023	Public Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	AKEBIA THERAPEUTICS, INC.		
Street Address:	245 First Street		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02142		
Entity Type:	Corporation: DELAWARE		
Name:	KERYX BIOPHARMACEUTICALS, INC.		
Street Address:	245 First Street		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02142		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4956680	AURYXIA	
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:	2245791 TM		

OP \$40.00 4956680

NAME OF SUBMITTER:	David C. Lee
SIGNATURE:	/David C. Lee/
DATE SIGNED:	01/29/2024
Total Attachments: 6 source=Pharmakon - Akebia -- Termination and Release of Security Interest in Trademarks (Executed) 4895-9284-0863, 1#page1.tif source=Pharmakon - Akebia -- Termination and Release of Security Interest in Trademarks (Executed) 4895-9284-0863, 1#page2.tif source=Pharmakon - Akebia -- Termination and Release of Security Interest in Trademarks (Executed) 4895-9284-0863, 1#page3.tif source=Pharmakon - Akebia -- Termination and Release of Security Interest in Trademarks (Executed) 4895-9284-0863, 1#page4.tif source=Pharmakon - Akebia -- Termination and Release of Security Interest in Trademarks (Executed) 4895-9284-0863, 1#page5.tif source=Pharmakon - Akebia -- Termination and Release of Security Interest in Trademarks (Executed) 4895-9284-0863, 1#page6.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of January 26, 2023 (this “Termination and Release”) is made by BIOPHARMA CREDIT PLC, as collateral agent for the Lenders and the other Secured Parties (in such capacity, the “Collateral Agent”), in favor of AKEBIA THERAPEUTICS, INC., a Delaware corporation, and KERYX BIOPHARMACEUTICALS, INC., a Delaware corporation, (the “Grantors”).

RECITALS:

WHEREAS, the Grantors are parties to that certain Guaranty and Security Agreement, dated as of November 25, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”; terms used in this Termination and Release and not otherwise defined herein have the meanings set forth in the Guaranty and Security Agreement), by and among the Grantors and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below), including, but not limited to, those Trademarks listed on Schedule A hereto;

WHEREAS, the Grantors entered into that certain Intellectual Property Security Agreement, dated as of November 25, 2019 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on November 26, 2019 at Reel/Frame 6804/0507;

WHEREAS, the Grantors entered into that certain Amended and Restated Intellectual Property Security Agreement, dated as of April 1, 2020 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on April 2, 2020 at Reel/Frame 6906/0771;

WHEREAS, the Grantors entered into that certain Second Amended and Restated Intellectual Property Security Agreement, dated as of June 1, 2020 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on September 2, 2020 at Reel/Frame 7042/0112;

WHEREAS, the Grantors entered into that certain Third Amended and Restated Intellectual Property Security Agreement, dated as of September 8, 2020 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on September 10, 2020 at Reel/Frame 7048/0469;

WHEREAS, the Grantors entered into that certain Fourth Amended and Restated Intellectual Property Security Agreement, dated as of December 7, 2020 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on December 17, 2020 at Reel/Frame 7137/0522;

WHEREAS, the Grantors entered into that certain Fifth Amended and Restated Intellectual Property Security Agreement, dated as of March 26, 2021 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on March 30, 2021 at Reel/Frame 7238/0134;

WHEREAS, the Grantors entered into that certain Sixth Amended and Restated Intellectual Property Security Agreement, dated as of June 4, 2021 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on June 11, 2021 at Reel/Frame 7323/0610;

WHEREAS, the Grantors entered into that certain Seventh Amended and Restated Intellectual Property Security Agreement, dated as of September 3, 2021 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on September 12, 2021 at Reel/Frame 7422/0433;

WHEREAS, the Grantors entered into that certain Eighth Amended and Restated Intellectual Property Security Agreement, dated as of December 4, 2021 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on December 15, 2021 at Reel/Frame 7531/0218;

WHEREAS, the Grantors entered into that certain Ninth Amended and Restated Intellectual Property Security Agreement, dated as of March 28, 2022 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Grantors entered into that certain Tenth Amended and Restated Intellectual Property Security Agreement, dated as of June 15, 2022 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on June 16, 2022 at Reel/Frame 7755/0470;

WHEREAS, the Grantors entered into that certain Eleventh Amended and Restated Intellectual Property Security Agreement, dated as of August 22, 2022 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on August 22, 2022 at Reel/Frame 7828/0757;

WHEREAS, the Grantors entered into that certain Twelfth Amended and Restated Intellectual Property Security Agreement, dated as of November 23, 2022 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on November 29, 2022 at Reel/Frame 7903/0633;

WHEREAS, the Grantors entered into that certain Thirteenth Amended and Restated Intellectual Property Security Agreement, dated as of March 27, 2023 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on March 29, 2023 at Reel/Frame 8023/0827;

WHEREAS, the Grantors entered into that certain Fourteenth Amended and Restated Intellectual Property Security Agreement, dated as of June 1, 2023 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Grantors entered into that certain Fifteenth Amended and Restated Intellectual Property Security Agreement, dated as of November 15, 2023 (the “IP Security Agreement”), granting the Collateral Agent security interests in and liens on certain patents described therein (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on January 10, 2024 at 8308/0518;

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Termination and Release in order to effectuate, evidence and record the release and termination,

and reassignment to the Grantors, of any and all right, title and interest the Collateral Agent may have in the Trademark Collateral pursuant to the Trademark Security Agreement; and

WHEREAS, the Collateral Agent desires to terminate and release its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees:

SECTION 1. Release of Security Interest. The Collateral Agent hereby releases, terminates and discharges all liens and security interests the Collateral Agent has in, to and under the Trademark Collateral under the Trademark Security Agreement.

SECTION 2. Filing the Release. The Collateral Agent authorizes and requests that this Termination and Release be filed and recorded at the USPTO at the Grantors' sole cost and expense.

SECTION 3. Counterparts; Electronic Transmission. This Termination and Release may be executed and delivered by facsimile or other means of electronic transmission and such transmission shall constitute an original for all purposes.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BIOPHARMA CREDIT PLC,
as Collateral Agent

By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Partner



By: _____
Name: Pedro Gonzalez de Cosio
Title: Managing Member

Schedule A

Trademark Collateral

Trademark	App. No.	Reg. No.	Owner
AURYXIA	86390566	4956680	Keryx Biopharmaceuticals, Inc.