

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Egetis Therapeutics AB (PUBL)		11/30/2023	Company: SWEDEN
RECEIVING PARTY DATA			
Name:	Kreos Capital VII (UK) Limited		
Street Address:	Amf Building, 25 Old Burlington Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	W1S 3AN		
Entity Type:	Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7004431	ALADOTE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/30/2023		
Total Attachments: 13			
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Dated 30 November 2023

(1) EGETIS THERAPEUTICS AB (PUBL)

and

(2) KREOS CAPITAL VII (UK) LIMITED

IP PLEDGE AGREEMENT

This **IP PLEDGE AGREEMENT** ("**Agreement**") is made on 30 November 2023.

PARTIES

- (1) **KREOS CAPITAL VII (UK) LIMITED**, a company incorporated in England and Wales under registration number 13611522 whose registered office is at Amf Building, 25 Old Burlington Street, London W1S 3AN, United Kingdom (the "**Lender**"); and
- (2) **EGETIS THERAPEUTICS AB (PUBL)**, a company incorporated in Sweden under registration number 556706-6724 whose registered office is at Klara Norra Kyrkogata 26, 111 22 Stockholm, Sweden (the "**Borrower**").

BACKGROUND

- (A) The Borrower and the Lender have executed a loan agreement of up to EUR 25,000,000, dated 10 October 2023 (as amended, modified or restated from time to time) (the "**Loan Agreement**").
- (B) The Borrower and the Lender have entered into this Agreement in order to secure the Secured Obligations (as defined below).

1. DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise defined in this Agreement, terms defined in the Loan Agreement shall have the same meanings when used in this Agreement.

1.2 In this Agreement:

"**Clause**" means a clause of this Agreement.

"**Enforcement Event**" means an Event of Default (as defined in the Loan Agreement)

"**European Registered Rights**" means all the registered patents and trademarks (save for the US trademark with registration number 7004431) listed in Schedule 1 of this Agreement.

"**New Registered Rights**" means any registered patents and trademarks which are registered after the date of this Agreement.

"**Pledge**" means the security created pursuant to this Agreement.

"**Register Authority**" means the Swedish Patent and Registration Office (*Patent- och registreringsverket*), the European Union Intellectual Property Office, the US Patent and Trademark Office and, if applicable the Office for the Harmonisation in the Internal Market, the World Intellectual Property Organisation, and each other registration authority where such Registered Rights are filed.

"**Registered Rights**" means the European Registered Rights and the US Registered Rights.

"**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent, whether jointly, severally or in any other capacity whatsoever) of the Borrower under or in connection with the Loan Agreement and the Security Documents (as defined in the Loan Agreement).

"**Security Period**" has the meaning set out in the Loan Agreement.

"**US Registered Rights**" means the registered US trademark with registration number 7004431 and further details of which are included in Schedule 1 (*Intellectual Property Rights*).

- 1.3 Unless a contrary indication appears, any reference in this Agreement to:
- (a) any document shall be construed as a reference to such document as amended, varied, novated, assigned or supplemented, as the case may be, and shall include any change in the purpose of, any extension of or any increase in any loan or the addition of any new loan under the Loan Agreement, the Security Documents or other agreement or instrument;
 - (b) any person or entity shall include any successor, assignee or transferee of such person or entity; and
 - (c) any legislation or to a provision of any legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

2. **PLEDGE AND GRANT OF SECURITY**

As continuing security for the due fulfillment of the Secured Obligations, the Borrower hereby irrevocably and unconditionally pledges, with a first priority to the Lender all its rights, title and interest in, to and under the Registered Rights.

3. **PERFECTION OF PLEDGE**

- 3.1 The Borrower shall, in order to register this Agreement and the Pledge over the European Registered Rights, promptly after the date of this Agreement:
- (a) sign and file applications to the relevant Registration Authorities in the form set out in Schedule 2 (*Form of Application: Swedish patents*) and deliver to the Lender evidence showing that such applications have been filed; and
 - (b) provide the Lender with any assistance that the Lender requires, in its sole discretion, to file applications to the relevant Registration Authorities in the form set out in Schedule 3 (*Form of Application: European Trademarks*).
- 3.2 The Borrower shall promptly after the date of this Agreement, execute and deliver to the Lender such additional agreements or documents with respect to the US Registered Rights as the Lender may reasonably require to comply with the filing requirements of the United States Patent and Trademark Office, and the Borrower hereby authorizes the Lender to file any and all UCC financing statements covering the US Registered Rights and register this Agreement and any such agreements with United States Patent and Trademark office to perfect the Lender's pledge over the US Registered Rights. The Borrower hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

4. **CONTINUING SECURITY**

The security created under this Agreement shall be a continuing security and shall continue to be in force until the end of the Security Period, notwithstanding any intermediate payment or discharge in whole or in part of the Secured Obligations.

5. **REPRESENTATIONS**

5.1 The Borrower represents and warrants that no winding-up, re-organisation or bankruptcy proceedings are currently pending or threatened against the Borrower and no liquidator, administrator or similar officer has been appointed or is to be appointed in respect of the Borrower.

5.2 The representation set out in Clause 5.1 above is made on the date of this Agreement and shall be deemed to be repeated on the same date as the representations and warranties in the Loan Agreement are repeated pursuant to Clause 7.3 of the Loan Agreement, with reference to the facts and circumstances then existing.

6. **COVENANTS OF THE BORROWER**

6.1 Except with the prior written consent of the Lender or as otherwise permitted by the Loan Agreement, the Borrower shall not (i) dispose or attempt to dispose of the Registered Rights, or permit the same to occur, or (ii) create, agree or attempt to create, or permit to exist, any security or third party right over the Registered Rights, or any interest in them (other than the Pledge created by this Agreement). For the avoidance of doubt, as long as no Enforcement Event has occurred and is continuing, the Borrower has unrestricted right to use the Registered Rights, subject to the provisions of the Loan Agreement.

6.2 The Borrower shall notify the Lender as soon as it becomes aware of any matter which might reasonably be expected to have a material adverse effect on the rights of the Lender under this Agreement, including any claim by any person as regards an interest in the Registered Rights or part thereof.

6.3 The Borrower shall, upon the registration of material New Registered Rights, promptly supply the Lender with the details of the registration.

6.4 The Borrower shall, upon the request of the Lender (it being understood that such request may only be made once every calendar year or upon the occurrence of an Enforcement Event), supply the Lender with a complete list of all Registered Rights.

6.5 Notwithstanding the above, nothing in this Agreement shall prevent the Borrower from creating, agreeing, or permitting to exist, any security or third party right over the Registered Rights to the extent such action is permitted pursuant to the Loan Agreement.

7. **FURTHER ASSURANCE**

The Borrower shall, from time to time and at its own expense, upon the reasonable request of the Lender, promptly take all actions and duly execute and deliver all such transfers, powers of attorney, notifications, confirmations and other documents as the Lender reasonably deems necessary for the purpose of perfecting, preserving, protecting and enforcing the security and for the Lender to obtain the full benefit of this Agreement and the rights and powers granted under it.

8. ENFORCEMENT OF SECURITY

- 8.1 Upon the occurrence of an Enforcement Event which is continuing, and following which the Lender has sent a notice to the Borrower in accordance with Clause 9.2.2 of the Loan Agreement, the Lender, shall have the right to enforce the Pledge and immediately sell the Registered Rights for cash or other consideration, or any part thereof, by private or public sale or auction or otherwise enforce the Pledge in any other way and on such terms as the Lender in its sole discretion deems fit.
- 8.2 When liquidating the Registered Rights, the Lender may (in its sole discretion) elect either to:
- (a) sell any or all of the Registered Rights through private and/or public sales or auction; and/or
 - (b) purchase itself or nominate a third party who shall be entitled to purchase the Registered Rights.
- 8.3 Before the exercise of any right under Clause 8.1 and 8.2, the Lender shall always give notice in accordance with section 9.2.2 of the Loan Agreement and the applicable law (if any) in the respective jurisdictions.
- 8.4 If the Lender itself, any party nominated by the Lender or any party affiliated with the Lender, purchases any or all of the Registered Rights following an application of Clause 8.2 otherwise than in connection with a public sale or auction, an independent valuation agent, appointed by the Stockholm Chamber of Commerce, shall be engaged as an expert to determine the value of the Registered Rights or the relevant part thereof. In case such valuation gives a price range, the value of the relevant Registered Rights shall be deemed to be the mid-value of such price range. The difference between such determined value and the price paid by such purchaser for the Registered Rights or the relevant part thereof ("**Difference**") shall be deemed to form part of the proceeds from such sale. The Lender shall procure that any purchaser other than itself under this Clause 8.4 shall pay the Difference, if any, to the Lender.
- 8.5 The Lender may in its sole discretion determine which security interest(s) (including but not limited to the security in the pledged Registered Rights) and in what order such security interest(s) shall be applied towards the satisfaction of the Secured Obligations, without affecting the validity and enforceability of the security created under this Agreement.
- 8.6 The rights of the Lender under Clause 8.1 shall be in addition to any other remedies provided herein or in any other security document or by law.
- 8.7 Chapter 10, Section 2 of the Swedish Commercial Code (*Sw. Handelsbalken*) shall not apply to this Agreement or any enforcement hereunder.

9. APPLICATION OF PROCEEDS

All moneys (or other consideration) obtained by the Lender under this Agreement, or by virtue of the operation of law, shall be applied towards discharge of the Secured Obligations in the manner, order and priority set out in the Loan Agreement. Any surplus moneys (or other consideration) held by the Lender after full, irrevocable and unconditional discharge of the Secured Obligations in accordance with the above, shall be transferred directly to the Borrower promptly and without any undue delay.

10. **WAIVER OF DEFENCES, ETC.**

10.1 The Pledge shall not, unless expressly agreed between the Parties, be affected in any way by any variation, extension, waiver, compromise or partial release of the Secured Obligations, the Security Documents or any security from time to time granted in respect thereof.

10.2 To the extent the Borrower receives any payment, distribution or benefit of security in violation of the terms of this Agreement, the amount or benefit so received shall be treated as escrow funds and shall be held separately for the account of the Lender. Any such amount or benefit shall be transferred promptly to the Lender.

11. **WAIVER OF DEFENCES**

11.1 The Pledge shall not, unless expressly agreed between the parties, be affected in any way by any variation, extension, waiver, compromise or partial release of the Secured Obligations, the Loan Agreement, the Security Documents or any security from time to time granted in respect thereof.

11.2 To the extent the Borrower receives any payment, distribution or benefit in violation of the terms of this Agreement, the amount or benefit so received shall be treated as escrow funds and shall be held separately for the account of the Lender. Any such amount or benefit shall be transferred promptly to the Lender.

12. **DELEGATION**

The Lender may, subject to the Loan Agreement and the confidentiality provisions included therein, at any time (or times) delegate to any person(s) all or any of its rights, powers and discretions under this Agreement on such terms (including power to sub-delegate) as the Lender sees fit and employ agents, managers, employees, advisers and others on such terms as it sees fit for any of the purposes set out in this Agreement.

13. **RELEASE OF PLEDGE**

13.1 The Lender shall release the Pledge in accordance with clause 13 (*Release of Security*) of the Loan Agreement. Upon release of the Pledge by the Lender, the Lender shall promptly give such instructions and directions, and deliver such documents as is necessary in order to effect such release.

13.2 Where an amount has been received by the Lender under the Loan Agreement or this Agreement, but the Lender determines that there is a risk that such payment will be avoided or otherwise set aside in the course of bankruptcy proceedings or other similar proceedings, such amount shall not be considered to have been irrevocably paid for the purposes of this Agreement.

14. **FORCE MAJEURE AND LIMITATION OF LIABILITY**

14.1 The Lender shall not incur any liability for any damage to the Borrower pursuant to this Agreement unless such damage has been caused by the gross negligence or willful misconduct of the Lender. Under no circumstances shall the Lender be held liable for any indirect, consequential damage and/or loss of profit.

14.2 The Lender shall not be held responsible for any damage arising out of any Swedish or foreign legal enactment, any measure undertaken by a Swedish or foreign public

authority, or any war, strike, lockout, boycott, blockade or any other similar circumstance. The reservation in respect of strikes, lockouts, boycotts and blockades applies even where the Lender is itself subject to such actions or such actions are taken by the Lender.

- 14.3 If an obstacle described in Clause 14.1 arises and in any way prevents the Lender from complying with this Agreement, the Lender shall not be liable to remedy such non-compliance until the obstacle has been removed.

15. **ASSIGNMENT AND TRANSFER**

15.1 The Lender may at any time assign or transfer any of its rights and/or obligations under this Agreement subject to and in accordance with the provisions of the Loan Agreement.

15.2 The Borrower may not assign or transfer any part of its rights or obligations under this Agreement.

16. **AMENDMENTS**

This Agreement may only be amended by an instrument in writing duly executed by the Borrower and the Lender. No change, amendment, modification, waiver or termination of any provision, term or condition of this Agreement shall be binding on the parties, unless it is made in writing.

17. **SEVERABILITY**

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect; (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement, or (ii) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

18. **NOTICES**

All notices or other communications under or in connection with this Agreement shall be made in the English language and be given in accordance with clause 14 (*Notices*) of the Loan Agreement.

19. **GOVERNING LAW AND JURISDICTION**

19.1 This Agreement, and any contractual or non-contractual obligations arising out or in relation to this Agreement, shall be governed by and interpreted in accordance with the laws of Sweden, without regard to its conflict of laws principles.


19.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. Written evidence, however, may be

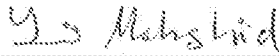
presented in English or in Swedish, as the case may be. The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

- 19.3 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

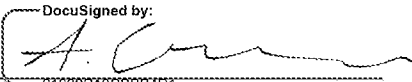
This Agreement has been signed in two counterparts, of which the parties have received one each.

EGETIS THERAPEUTICS AB (PUBL)
as Borrower

By: 
Print: NICLAS WESTERMARCK
Title: CEO

By: 
Print: Yilmaz Mahshid
Title: CFO

KREOS CAPITAL VII (UK) LIMITED
as Lender

DocuSigned by:

By: 21990019CBBB4D1...
Print: Aris Constantinides
Title: Director

Signature page -- Egetis Therapeutics AB (Publ) -- IP pledge agreement

SCHEDULE 1

PATENTS

Country	Title	Owner	Publication No.	Application No.	Application date	Grant date	Class	Next annual fee:
Sweden	Metoder och formuleringar för behandling av och/eller skydd mot akut leversvikt och andra hepatotoxiska förhållanden	Egetis Therapeutics AB	EP 3842040 <u>SE3842040 T3</u>	EP 21158979.1	Filing date EPO: 2017-01-10	Grant date EPO: 2022-03-09	A61K31/167 A61K31/198 A61K31/555 A61K31/661 5A61P1/16 A61P39/00	2024-01-31
Sweden	Calmangafodipir, en ny kemisk enhet, och andra komplex av blandad metall, metoder för framställning, kompositioner och behandlingsmetoder	Egetis Therapeutics AB	EP 2800755 <u>SE2800755 T3</u>	EP 12815799.7	Filing date EPO: 2012-12-04	Grant date EPO: 2018-05-30	A61K33/32 A61P35/00 C07F19/00	2023-12-31
Sweden	Farmaceutiska kompositioner och terapeutiska metoder som tillämpar en kombination av en mangankomplex förening och en icke-mangankomplex form av föreningen	Egetis Therapeutics AB	EP 2451457 <u>SE2451457 T3</u>	EP 10740006.1	Filing date EPO: 2010-07-06	Grant date EPO: 2018-03-07	A61K31/44 4A61K31/506 A61K33/32 A61P43/00	2024-07-31

TRADEMARKS

Country	Trademark	Owner	Registration No.	Application No.	Application date	Registration Date	Class	Next renewal date
USA	ALADOTE	Egetis Therapeutics AB (publ)	7004431	97246521	31-JAN-2022	21-MAR-2023	5	Declaration of Use: 21-MAR-2029 Renewal: 21-MAR-2033
EU	ALADOTE	Egetis Therapeutics AB (publ)	13431622	13431622	04-NOV-2014	17-MAR-2015	5	04-NOV-2024
EU	PLEDOX	Egetis Therapeutics AB (publ)	8379901	8379901	22-JUN-2009	10-MAY-2010	5	22-JUN-2029

SCHEDULE 2

Form of Application: Swedish patents

[Attached separately]

SCHEDULE 3

Form of Application: European trademarks

[Date]

Application to record trademark pledge

On behalf of [•] (the “**Lender**”), we would hereby like to apply for the registration of the EU-trademarks set out below that have been pledged to [•] as Lender in accordance with a pledge agreement dated [•] 2023. The address details of the Lender are [•].

Community trademark	Registration no.	Registration date	Class(es)

As soon as the pledge has been registered in accordance with the above, please confirm this to [•].

Yours faithfully,
The Lender

[•]

By:

Enclosure:
Certified copy of the Pledge Agreement