



Registration of a Charge

Company name: **Acacia Pharma Limited**

Company number: **05934843**

Received for Electronic Filing: **02/03/2016**



X51WU1K9

Details of Charge

Date of creation: **23/02/2016**

Charge code: **0593 4843 0002**

Persons entitled: **SILICON VALLEY BANK**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALEKSANDRA CISON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5934843

Charge code: 0593 4843 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2016 and created by Acacia Pharma Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd March 2016 .

Given at Companies House, Cardiff on 3rd March 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, this "Agreement") is entered into as of February 23, 2016 by and between **SILICON VALLEY BANK**, a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and operating out of its United Kingdom branch located at Alphabeta, 14-18 Finsbury Square, London, United Kingdom EC2A 1BR ("Bank") and **ACACIA PHARMA LIMITED**, a company incorporated under the laws of England and Wales under company number 05934843 whose registered office is at Harston Mill, Harston, Cambridge CB22 7GG, United Kingdom ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **ACACIA PHARMA GROUP PLC**, a company incorporated under the laws of England and Wales under company number 09759376 whose registered office is at Harston Mill, Harston, Cambridge CB22 7GG, United Kingdom, and **ACACIA PHARMA INC.**, a Delaware corporation, with its principal place of business at 450 E. 96th Street, Suite 500, Indianapolis, Indiana 46240 (each such party, including Grantor, a "Borrower") (the "Loans"), in the amounts and manner set forth in that certain Loan Agreement by and among Bank and Borrower dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the "Loan Agreement"). Bank is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and that certain Debenture by and between Grantor and Bank dated as of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the "Debenture"), Grantor has granted to Bank 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 all obligations of Borrower to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations of Borrower to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (but excluding "intent-to-use" United States trademark applications for which an "Amendment to Allege Use" or "Statement of Use" has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office) (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debenture, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Debenture shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debenture and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of

which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Termination. Upon the expiration of the Security Period (as defined in the Debenture) and termination and release of the Debenture, Bank shall, at the request and cost of Grantor, execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Intellectual Property under this Agreement.



7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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:

ACACIA PHARMA LIMITED

By: 
Name: CHRISTINE SOREN
Title: 

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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:

ACACIA PHARMA LIMITED

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: _____

Name: NOOMAN / HAQUE

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
APD515 (Bethanechol for Xerostomia) (USE OF BETHANECHOL FOR TREATMENT OF XEROSTOMIA)	9149454	10/6/2015
APD515 (Bethanechol for Xerostomia) (USE OF BETHANECHOL FOR TREATMENT OF XEROSTOMIA)	2015-0366794	9/1/2015
APD209 (Beta2/Progestin) (Drug Combination and Its Use in the Treatment of Muscle Loss)	8653052	2/18/2014
APD421 (Amisulpride for PONV) (Use of Amisulpride as an Anti-Emetic)	9084765	7/21/2015
APD403 (Amisulpride for CINV) (Use of Amisulpride as an Anti-Emetic)	8686019	4/1/2014
APD403 (Amisulpride for CINV) (Use of Amisulpride as an Anti-Emetic)	9119836	9/1/2015
APD403 (Amisulpride for CINV) (Use of Amisulpride as an Anti-Emetic)	2015-0335616	7/29/2015
APD515 Formulation (Use of Bethanechol for Treatment of Xerostomia)	2014-0187629	2/11/2014

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
acacia pharma (and Design)	1266446	1/6/2015
BAREMSIS	1244190 (4,876,473)	12/29/2015
EFFIBAR	1244191 (4,876,474)	12/29/2015

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None