

05-20-2003

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

Patent and Trademark Office

102452572

To the Honorable Commissioner of Patents &amp;

Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

INTEGRITY PHARMACEUTICAL CORP.

5.19.03

☐ Individual(s)☐ General Partnership☒ Corporation-State- INDIANA☐ Other☐ Association☐ Limited PartnershipAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

## 2. Name and address of receiving party(ies):

Name: **Silicon Valley Bank**

Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State-Delaware☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

Execution Date: 04/24/03

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/426,473 ; 76/490,545

76/370,416

76/426,497

76/353,887

76/234,868

76/489,659

B. Trademark No.(s)

2,417,561 ; 2,417,021

2,422,799 ; 0,932,809

2,420,708 ; 2,660,370

2,655,718 ; 2,307,762

2,586,454 ; 0,509,674

0,601,943

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

## 6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41):

\$465.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/19/2003 TD1A21 00000104 76426473

01 FC10521 40.00 OP

02 FC10522 425.00 OP

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

Signature

5/12/03  
Date

For use (CFO)

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent &amp; Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK  
REEL: 002735 FRAME: 0434

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 27, 2003 by and between SILICON VALLEY BANK ("Secured Party") and INTEGRITY PHARMACEUTICAL CORPORATION ("Grantor").

## RECITALS

A. Secured Party and Borrower are entering into that certain Loan and Security Agreement by dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

## AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including without limitation the following:

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Borrower in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Borrower in connection with the Unregistered

Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) 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");

(f) All 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 Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(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 rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, 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 or Patents; 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, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition

Address of Grantor:

9084 Technology Drive, Suite 600  
Fishers, Indiana 46038

Grantor:

INTEGRITY PHARMACEUTICAL  
CORPORATION

By: Teresa A. Pascarelli  
Title: PRESIDENT  
Name: TERESA A. PASCARELLI

Address of Secured Party:

3003 Tasman Drive  
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: J. Anthony Clarkson  
Title: MARKET MANAGER

Form: 3/1/02

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

## EXHIBIT B

### Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
VITAMIN/MINERAL COMPOSITION WITH DHA	10/242,651	09/12/02

EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ARRIVAL	76/426,473	07/01/02
COLO-FRESH	2,417,561	01/02/01
DUET	76/370,416	02/13/02
DUET ARRIVAL	76/426,497	07/01/02
INTEGRITY & DESIGN	2,422,799	01/23/01
HEART INSIDE HEART DESIGN	76/353,887	12/14/01
INTEGRITY PHARMACEUTICAL CORPORATION	2,420,708	01/16/01
MISC DESIGN	2,655,718	12/03/02
PLUS-3	2,586,454	06/25/02
STUART	76/234,868	04/03/01
STUART PRENATAL	0,601,943	02/08/1955
INTEGRITY PHARMACEUTICAL CORPORATION	2,417,021	01/02/01
STUARTNATAL	0,932,809	04/25/1792
STARTNATAL PLUS 3	2,660,370	12/10/02
URIMAX	2,307,762	01/11/00
MICROPURE DHA	76/489,659	02/11/03
STUART NATAL OPTIMAL NUTRITION PLAN	76/490,545	02/11/03
STUART FORMULA	0,509,674	05/10/1949

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE