

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioChemics, Inc.		12/04/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bio Strategies, LP		
Street Address:	5600 Tennyson Pkwy		
Internal Address:	Suite 190		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4343787	BIO-AVAIL	
Registration Number:	4147244	TAT-EX	
Registration Number:	3979500	EXTREME PR	
Registration Number:	3684541	DERMA-RELEASE	
Registration Number:	3891334	LIDUM	
Registration Number:	3871386	EXPEL : LITE	
Registration Number:	3871380	ALO-VERIX	
Registration Number:	3901599	VAS-EX	
Registration Number:	3826392	BIO-SCRIPTIVES	
Registration Number:	3861623	BIO-SPECIALTY PRODUCTS	
Registration Number:	3753420	DERMAL ELASTIC TECHNOLOGIES	
Registration Number:	3743435	DERMAL ELASTICS	
Registration Number:	3651702	LS2	
Registration Number:	3066248	REPIDERM	
Registration Number:	2511038	OSTEON	
Registration Number:	2235427	DR. DOG	
Registration Number:	2103249	DR. DOG	
Registration Number:	2138432	PROVITA	
Registration Number:	2457502	DR. DOG	
TRADEMARK			

OP \$615.00 4343787

Property Type	Number	Word Mark
Registration Number:	1920678	PAIN FREEZE
Registration Number:	1904880	SUNSPOT
Registration Number:	1920668	PENTOCORE
Registration Number:	1812684	MUSCLE AND JOINT JUICE
Registration Number:	1812673	ATF-1

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2143946079
Email: mperdue@lawyer.com
Correspondent Name: MARK D. PERDUE
Address Line 1: 3413 VILLANOVA
Address Line 4: DALLAS, TEXAS 75225

NAME OF SUBMITTER:	Mark D Perdue
SIGNATURE:	/Mark D. Perdue/
DATE SIGNED:	06/09/2014

Total Attachments: 5

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SECURITY AGREEMENT

Date: December 4, 2013

Debtor: Biochemics, Inc.
a Delaware Corporation
and its wholly owned subsidiaries,
Bio-Scriptives, Inc. and
Alterix, Inc.

Debtor's Mailing Address (including county): _____

Secured Party: Bio Strategies, LP,
a Texas Limited Partnership

Secured Party's Mailing Address (including county): 5600 Tennyson Parkway, Suite 190
Plano, Collin County, TX 75024

- Collateral (including all accessions):**
- a. A Secondary and Inferior Lien on all Debtor's assets and its subsidiaries Bio-Scriptives, Inc. and Alterix, Inc. subject to the existing and superior lien in favor of NEBO, LLC under that certain 12% Senior Secured Convertible Debenture from Biochemics, Inc., dated July 8, 2011
 - b. Any and all Medical Patents owned by Debtor, Biochemics, Inc. or its subsidiaries as of the date of this Security Agreement. Debtor agrees to transfer ownership in all Medical Patents it or its subsidiaries own upon the execution of this Security Agreement upon terms acceptable to Lender. The transfer of patents rights to Lender shall be subject to the superior right and lien in favor of NEBO, LLC pursuant to its Secured Convertible Debenture dated July 8, 2011.

Obligation: Advances and loans made to Debtor by Secured Party from time to time under Revolving Credit Loan Agreement dated December 4, 2013.

Debtor's Representation Concerning Location of Collateral:

5600 Tennyson Parkway, Suite 190
Plano, Collin County, TX 75024

Subject to the terms of this Agreement, Debtor grants to Secured Party a security interest in the Collateral and all its proceeds to secure payment and performance of Debtor's obligation in this Security Agreement and all renewals and extensions of any of the obligation.

Debtor's Warranties

1. Ownership. Debtor owns the Collateral and has the authority to grant this security interest. Ownership is free from any setoff, claim, restriction, lien, security interest or encumbrance except for the NEBO security interest described herein and liens for taxes not yet due.

Debtor's Covenants

1. Protection of Collateral. Debtor will defend the Collateral against all claims and demands adverse to Secured Party's interest in it and will keep it free from all liens except those for taxes not yet due and from all security interests except this one and the security interest in favor of NEBO, LLC Debenture. The Collateral will remain in Debtor's possession or control at all times, except as otherwise provided in this agreement. Debtor will maintain the Collateral in good condition and protect it against misuse, abuse, waste and deterioration except for ordinary wear and tear resulting from its intended use.

2. Secured Party's Costs. Debtor will pay all expenses incurred by Secured Party in obtaining, preserving, perfecting, defending and enforcing the note. Expenses for which Debtor is liable include, but are not limited to, taxes, assessments, reasonable attorney's fees, and other legal expenses. These expenses will bear interest from the dates of payments at the highest rate stated in notes that are part of the obligation, and Debtor will pay Secured Party this interest on demand at a time and place reasonably specified by Secured Party. These expenses and interest will be part of the obligation and will be recoverable as such in all respects.

3. Additional Documents. Debtor will sign any papers that Secured Party considers necessary to obtain, maintain and perfect this security interest or to comply with any relevant law.

4. Notice of Changes. Debtor will immediately notify Secured Party of any material change in the Collateral; change in Debtor's name, address, or location; change in any matter warranted or represented in this agreement; any change that may affect this security interest; and any event of default.

5. Use and Removal of Collateral. Debtor will use the Collateral primarily according to the stated classification unless Secured Party consents otherwise in writing.

6. Sale. Debtor will not sell, transfer or encumber any of the Collateral without the prior written consent of Secured Party.

Rights and Remedies of Secured Party

1. Generally. Secured Party may exercise the following rights and remedies either before or after default:

- a. take control of any proceeds of the Collateral;
- b. release any Collateral in Secured Party's possession to any Debtor, temporarily or otherwise;
- c. take control of any funds generated by the Collateral, such as refunds from and proceeds of insurance, and reduce any part of the obligation accordingly or permit Debtor to use such funds to repair or replace damaged or destroyed Collateral covered by insurance; and
- d. demand, collect, convert, redeem, settle, compromise, receipt for, realize on, sue for, and adjust the Collateral either in Secured Party's or Debtor's name, as Secured Party desires.

Events of Default

Each of the following conditions is an event of default:

1. If Debtor defaults in timely payment or performance of any obligation, covenant or liability in any written agreement between Debtor and Secured Party or in any other transaction secured by this agreement;
2. If any warranty, covenant, or representation made to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made;
3. If the Collateral is assigned for the benefit of creditors or, to the extent permitted by law, if bankruptcy or insolvency proceedings commence against or by any of these parties: Debtor; any partnership of which Debtor is a general partner; and any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of the obligation;
4. If any lien attaches to any of the Collateral other than the lien in favor of NEBO, LLC described herein; and
5. If any of Collateral is lost, stolen, damaged or destroyed, unless it is promptly replaced with Collateral of like quality or restored to its former condition.

Remedies of Security Party of Default

During the existence of any event of default, Secured Party may declare the unpaid

principal and earned interest of the obligation immediately due in whole or part, enforce the obligation, and exercise any rights and remedies granted by Chapter 9 of the Texas Business and Commerce Code or by this Agreement, including the following:

1. Require Debtor to assemble the Collateral and make it available to Secured Party at a place reasonably convenient to both parties;
2. Take possession of any of the Collateral and for this purpose enter any premises where it is located if this can be done without breach of the peace;
3. Apply any proceeds from disposition of the Collateral after default in the manner specified in Chapter 9 of the Texas Business and Commerce Code, including payment of Secured Party's reasonable attorney's fees and court expenses; and
4. If disposition of the Collateral leaves the obligation unsatisfied, collect the deficiency from Debtor.

General Provisions

1. **Parties Bound.** Secured Party's rights under this agreement shall inure to the benefit of its successors and assigns. Assignment of any part of the obligation and delivery by Secured Party of any part of any part of the Collateral will fully discharge Secured Party from responsibility for that part of the Collateral. If Debtor is more than one, all their representations, warranties and agreements are joint and several. Debtor's obligations under this agreement shall bind Debtor's personal representatives, successors and assigns.

2. **Waiver.** Neither delay in exercise nor partial exercise of any of Secured Party's remedies or rights shall waive further exercise of those remedies or rights. Secured Party's failure to exercise remedies or rights does not waive subsequent exercise of those remedies or rights. Secured Party's waiver of any default does not waive further default. Secured Party's waiver of any right in this agreement or of any default is binding only if it is in writing. Secured Party may remedy any default without waiving it.

3. **Reimbursement.** If Debtor fails to perform any of Debtor's obligations, Secured Party may perform those obligations and be reimbursed by Debtor on demand at the place where the note is payable for any sums so paid, including attorney's fees and other legal expenses, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this security agreement.

4. **Modifications.** No provisions of this Agreement shall be modified or limited except by written agreement.

5. **Severability.** The unenforceability of any provision of this Agreement will not affect the enforceability or validity of any other provision.

6. **Applicable Law.** This Agreement will be construed according to Texas laws.

7. Place of Performance. This Agreement is to be performed in the county of Secured Party's mailing address.

8. Singular and Plural. When the context requires, singular nouns and pronouns include the plural.

9. Priority of Security Interest. This security interest shall neither affect nor be affected by any other security for any of the obligation. Neither extensions of any of the obligation nor releases of any of the Collateral will affect the priority or validity of this security interest with reference to any third person.

10. Cumulative Remedies. Foreclosures of this security interest by suit does not limit Secured Party's remedies, including the right to sell the Collateral under the terms of this Agreement. All remedies of Secured Party may be exercised at the same or different times, and no remedy shall be a defense to any other. Secured Party's rights and remedies include all those granted by law or otherwise, in addition to those specified in this agreement.

SECURED PARTY:

Bio Strategies, LP
a Texas Limited Partnership

By: BioEnterprises, LLC, its General Partner

By: 

DEBTORS:

Biochemics, Inc.
a Delaware Corporation

By: 

Bio-Scriptives, Inc.
a Delaware Corporation

By: 

Altenix, Inc.
A Delaware Corporation

By: 