

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US WorldMeds, LLC		11/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
Solstice Neurosciences, LLC		11/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
USWM Enterprises, LLC		11/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
US WorldMeds Holdings, LLC		11/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
USWM License Company, LLC		11/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
USWM SPE, LLC		11/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
USWM HQ, LLC		11/25/2015	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2973482	APOKYN	
Registration Number:	3871489	REVONTO	
Registration Number:	3812579	SOLSTICE	
Registration Number:	2628983	MYOBLOC	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$115.00 2973482

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-15081

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 12/02/2015

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of November 25, 2015, is made by US WORLDMEDS, LLC, a Delaware limited liability company ("USWM"), SOLSTICE NEUROSCIENCES, LLC, a Delaware limited liability company ("Solstice"), USWM ENTERPRISES, LLC, a Delaware limited liability company ("Enterprises"), US WORLDMEDS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), USWM License Company, LLC, a Delaware limited liability company ("License Company"), USWM SPE, LLC, a Delaware limited liability company ("SPE"), USWM HQ, LLC, a Kentucky limited liability company ("USWM HQ" and together with USWM, Solstice, Enterprises, Holdings, License Company, SPE, and any other Person that may hereafter become a party to this Agreement as a grantor of liens hereunder, collectively, "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated of even date herewith (as it may be amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), by and among the Agent, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "Lenders"), the Grantors and each other Person hereafter joined thereto as a borrower or guarantor from time to time, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and liens upon substantially all of each Grantor's assets, including without limitation all of each Grantor's Intellectual Property and specifically including all of each Grantor's registered United States patents, trademarks and copyrights and all of each Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Registered Intellectual Property"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable), in order to perfect and/or protect all of Agent's security interest in and liens upon the US Registered Intellectual Property;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations unless and until such Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been indefeasibly paid in full in cash and satisfied and all commitments of Agent and/or any Lenders to make Revolving Advances, issue Letters of Credit, or any other advances of credit under the Credit Agreement have been terminated.

Section 2. Credit Agreement. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Agent pursuant to the Credit Agreement and/or any Other Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests in and liens upon the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new US Registered Intellectual Property Collateral (including any acquisition consisting of any registration or issuance after the date hereof of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application listed on Schedule 1 hereto or on the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7, 9.8 or 9.9 of the Credit Agreement following acquisition of such new US Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of the other Secured Parties, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, each Grantor hereby authorizes Agent (and its successors and assigns, and any officer, employee, attorney or agent thereof), acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all US Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, and subject to the terms of the Intercreditor Agreement (in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent as a secured creditor at law or in equity), Agent may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor’s true and lawful attorney-in-fact, with the power (i) subject to the terms of the Intercreditor Agreement, to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest provided for herein in the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor, and (ii) after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Intercreditor Agreement, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been indefeasibly paid in full in cash and satisfied and all commitments of Agent and/or any Lenders to make Revolving Advances, issue Letters of Credit, or any other advances of credit under the Credit Agreement have been terminated.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

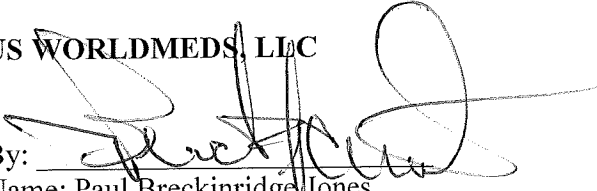
Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement {agreements regarding, consents to and waivers regarding jurisdiction and venue}, Section 16.5 of the Credit Agreement {indemnities by Grantors}, Section 16.6 of the Credit Agreement {notices}, Section 16.9 of the Credit Agreement {expenses} and Article XII of the Credit Agreement {certain waivers including waivers of the rights of jury trial} are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

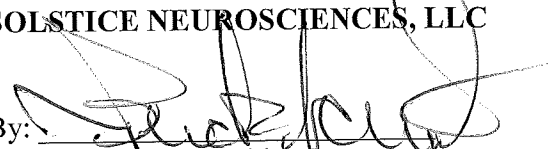
In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

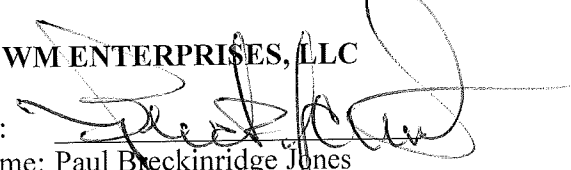
US WORLDMEDS, LLC

By: 
Name: Paul Breckinridge Jones
Title: Chief Executive Officer

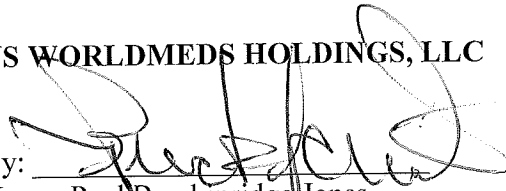
SOLSTICE NEUROSCIENCES, LLC

By: 
Name: Paul Breckinridge Jones
Title: Chief Executive Officer

USWM ENTERPRISES, LLC

By: 
Name: Paul Breckinridge Jones
Title: Chief Executive Officer

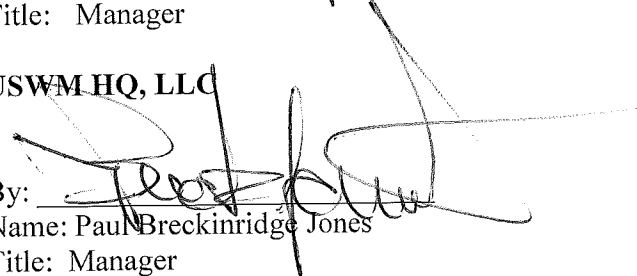
US WORLDMEDS HOLDINGS, LLC

By: 
Name: Paul Breckinridge Jones
Title: Chief Executive Officer

USWMLICENSE COMPANY, LLC

By: 
Name: Paul Breckinridge Jones
Title: Manager

USWM HQ, LLC

By: 
Name: Paul Breckinridge Jones
Title: Manager

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

USWM SPE, LLC

By: 

Name: Paul Breckinridge Jones

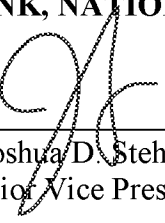
Title: Manager

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005680 FRAME: 0464

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: 
Name: Joshua D. Stehlin
Title: Senior Vice President

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005680 FRAME: 0465

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS AND COPYRIGHTS

1. Grantors' Patents and Patent Applications:

<u>Credit Party</u>	<u>Patent/ Patent Application</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Expiration Date</u>
Solstice	STABLE LIQUID FORMULATIONS OF BOTULINUM TOXIN	8173138	05/08/12	10/25/21
Solstice	STABLE LIQUID FORMULATIONS OF BOTULINUM TOXIN	7211261	05/01/07	09/09/19
Solstice	STABLE FORMULATIONS OF BOTULINUM TOXIN IN HYDROGELS	14308136 20140302008	06/18/14	N/A
USWM	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	8975284	03/10/15	09/23/31
Holdings	None			
Enterprises	None			
License Company	None			
SPE	None			
HQ	None			

Foreign Patents

<u>Credit Party</u>	<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
USWM	Canada	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	2,702,243	Notice of Allowance October 21,2015	—

USWM	EP	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	2 219 605	08/19/15	09/05/28
USWM	Japan	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	5406197	11/08/13	09/05/28
USWM	Canada	STABLE LIQUID FORMULATIONS OF BOTULINUM TOXIN	2,342,243	01/14/14	9/09/19
USWM	EP	STABLE LIQUID FORMULATIONS OF BOTULINUM TOXIN	1 112 082	07/31/02	9/09/19
USWM	Japan	STABLE LIQUID FORMULATIONS OF BOTULINUM TOXIN	4,557,426	07/30/10	9/09/19
USWM	Japan	STABLE LIQUID FORMULATIONS OF BOTULINUM TOXIN (Divisional)	5,270,594	05/17/13	3/01/20
USWM	Korea	STABLE LIQUID FORMULATIONS OF BOTULINUM TOXIN	0,699,756	03/20/07	9/09/19

2. Grantors' Trademarks:

<u>Credit Party</u>	<u>Trademark/ Trademark Application</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application No.</u>	<u>Renewal Date</u>
USWM	APOKYN	July 19, 2005	US 2,973,482	Renewed 07/24/15; Next Due 07/19/25
USWM	REVONTO	November 2, 2010	US 3,871,489	11/02/15-11/02/16
Solstice	SOLSTICE	July 6, 2010	US 3,812,579	Due 07/06/15- 07/06/16
Solstice	MYOBLOC	October 1, 2002	US 2,628,983	Renewed 07/02/12; Next Due 10/1/2022
Holdings	None			
Enterprises	None			
License Company	None			

SPE	None			
HQ	None			

3. Grantors' Copyrights:

<u>Credit Party</u>	<u>Copyright</u>	<u>Number</u>	<u>Date</u>	<u>Expiration Date</u>
USWM	None			
Holdings	None			
Solstice	None			

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 201___, by US WORLDMEDS, LLC, a Delaware limited liability company ("USWM"), SOLSTICE NEUROSCIENCES, LLC, a Delaware limited liability company ("Solstice"), USWM ENTERPRISES, LLC, a Delaware limited liability company ("Enterprises"), US WORLDMEDS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), USWM License Company, LLC, a Delaware limited liability company ("License Company"), USWM SPE, LLC, a Delaware limited liability company ("SPE"), USWM HQ, LLC, a Delaware limited liability company ("USWM HQ" and together with USWM, Solstice, Enterprises, Holdings, License Company, SPE, USWM HQ and any other Person that may hereafter become a party to this Agreement as a grantor of liens hereunder, collectively, "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent"):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement, dated as of November 24, 2015 (as the same has been and hereafter may be amended, modified, supplemented, renewed, restated or replaced from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantors have agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Each Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all US Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by Grantor since the date thereof but prior to the date hereof.

3. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

US WORLDMEDS, LLC

By: _____
Name: Paul Breckinridge Jones
Title: Chief Executive Officer

SOLSTICE NEUROSCIENCES, LLC

By: _____
Name: Paul Breckinridge Jones
Title: Chief Executive Officer

USWM ENTERPRISES, LLC

By: _____
Name: Paul Breckinridge Jones
Title: Chief Executive Officer

US WORLDMEDS HOLDINGS, LLC

By: _____
Name: Paul Breckinridge Jones
Title: Chief Executive Officer

USWM LICENSE COMPANY, LLC

By: _____
Name: Paul Breckinridge Jones
Title: Chief Executive Officer

USWM SPE, LLC

By: _____
Name: Paul Breckinridge Jones
Title: Chief Executive Officer

USWM HQ, LLC

By: _____
Name: Paul Breckinridge Jones
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____
Name:
Title:

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED _____