

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374938

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ADVANCED BIO-TECHNOLOGIES, INC.		02/29/2016	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF SCOTLAND PLC		
<b>Street Address:</b>	150 Fountainbridge		
<b>City:</b>	Edinburgh		
<b>State/Country:</b>	SCOTLAND		
<b>Postal Code:</b>	EH3 9PE		
<b>Entity Type:</b>	Public Limited Company: SCOTLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3166390	KELO-COTE	
<b>Registration Number:</b>	2633724	KELO-COTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173382880		
<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>			
<b>Phone:</b>	617-338-2943		
<b>Email:</b>	trademark@sandw.com		
<b>Correspondent Name:</b>	Kimberly B. Herman		
<b>Address Line 1:</b>	One Post Office Square		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	05907.0360		
<b>NAME OF SUBMITTER:</b>	Kimberly B. Herman		
<b>SIGNATURE:</b>	/Kimberly B. Herman/		
<b>DATE SIGNED:</b>	02/29/2016		
<b>Total Attachments: 7</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 29, 2016 (this "Agreement"), between ADVANCED BIO-TECHNOLOGIES, INC., a Florida corporation ("Grantor"), and BANK OF SCOTLAND PLC, in its capacity as Security Agent pursuant to the Credit Agreement (as hereinafter defined) (in such capacity, and together with its successors and assigns, "Security Agent").

## RECITALS

A. Grantor has entered into a certain Credit Agreement dated as of November 26, 2015 (as amended, amended and restated, replaced, novated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Alliance Pharma Plc, an English registered company (company number 04241478) and certain of its subsidiaries (including Grantor), as Borrowers and/or Guarantors, the lending institutions from time to time parties thereto (the "Lenders") and Bank of Scotland plc, as Agent (in such capacity, together with its successors and assigns, "Agent") and as Security Agent (the Lenders, Agent and Security Agent, collectively, the "Secured Parties").

B. Pursuant to the terms of the Credit Agreement, Grantor has entered into a Security Agreement, dated as of February 29, 2016 (as amended, amended and restated, replaced, novated, supplemented or otherwise modified from time to time, the "Security Agreement"; the capitalized terms used herein being used as defined therein, unless otherwise defined herein) between Grantor and Security Agent.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and has agreed to execute and deliver this Intellectual Property Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor grants and pledges to Security Agent for the ratable benefit of the Secured Parties, to secure the payment and performance in full of all of the Secured Obligations, a security interest in and so pledges and assigns to Security Agent for the ratable benefit of the Secured Parties the Intellectual Property Collateral, including, without limitation, those copyrights, patents and patent applications and trademarks listed on Exhibits A, B and C hereto and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof).

2. This security interest is granted in conjunction with the security interest granted to Security Agent under the Security Agreement. The rights and remedies of Security Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, Credit Agreement and other Finance Documents, and those which are now or hereafter available to Security Agent as a matter of law or equity. Each right, power and remedy of Security Agent provided for herein or in the Security Agreement, Credit Agreement or other Finance Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Security Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement, the Credit Agreement or other Finance Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person of any or all other rights, power or remedies. This Agreement shall constitute a Finance Document as defined in the Credit Agreement.

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.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date first above written.

<p>c/o Alliance Pharma plc          Avonbridge House, Bath Road          Chippenham, Wiltshire SN15 2BB          Fax: 01249 466 977          Attention: John Dawson, President</p>	<p>ADVANCED BIO-TECHNOLOGIES,          INC. .</p> <p>By</p>
<p>Accepted:          BANK OF SCOTLAND PLC, as Security          Agent</p> <p>By</p>	<p>Name: John Dawson          Title: President</p> <p>Agency - Specialist Lending Services          Lloyds Bank Commercial Banking          150 Fountainbridge          Edinburgh          EH3 9PE</p>
<p>Name:          Title:</p>	<p>Attention: Glenn Drysdale and Iain Brown          Fax: +44 (0) 131 347 7229</p>

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date first above written.

c/o Alliance Pharma plc Avonbridge House, Bath Road Chippenham, Wiltshire SN15 2BB Fax: 01249 466 977 Attention: John Dawson, President	ADVANCED BIO-TECHNOLOGIES, INC.  By Name: John Dawson Title: President
Accepted:  BANK OF SCOTLAND PLC, a Security Agent	Agency - Specialist Lending Services Lloyds Bank Commercial Banking 150 Fountainbridge Edinburgh EH3 9PE Attention: Glenn Drysdale and Iain Brown Fax: +44 (0) 131 347 7229
By Name: Title: <b>In Iain Brown</b> Attorney-in-Fact	

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents and Patent Applications

<b>Title</b>	<b>Patent No.</b>	<b>Application No.</b>	<b>Owner</b>	<b>Inventor</b>	<b>Filing Date</b>	<b>Jurisdiction</b>
Silicone scar treatment preparation		12/487,489	Advanced Bio-Technologies, Inc.	Paul Guilbaud	6/18/2009	US
Silicone scar treatment preparation	8802133	13/548,899	Advanced Bio-Technologies, Inc.	Paul Guilbaud	7/13/2013	US
Silicone scar treatment preparation		14/322,584	Advanced Bio-Technologies, Inc.	Paul Guilbaud	7/2/2014	US
Silicone wound dressing	5741509	08/703,324	Advanced Bio-Technologies, Inc.	Jack Kushner	8/26/1996	US
Topical pharmaceutical formulation	8263114	10/480,719	Advanced Bio-Technologies, Inc.	Alvin Berlat	7/23/2002	US
Wound dressing	8021683	10/479,877	Advanced Bio-Technologies, Inc.	Alvin Berlat	5/3/2004	US



EXHIBIT C  
Trademarks

<u>Jurisdiction of Registration</u>	<u>Trademark</u>	<u>Trademark Registration Number(s)</u>	<u>Registration Date</u>
United States of America	Kelo-Cote <sup>1</sup>	3166390	October 31, 2006
United States of America	Kelo-Cote <sup>2</sup>	2633724	October 15, 2002

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<sup>1</sup> Pursuant to that certain License, Rights and Supply Agreement, dated December 8, 2011, between Advanced Bio-Technologies, Inc. (“ABT”) and SOS Brands, Inc. d/b/a Enaltus (“SOS”), ABT granted SOS an exclusive license to (i) the rights under the Kelo-Cote product patents to distribute the Kelo-Cote products and any new products under the Kelo-Cote product trademark, logo and name, (ii) all related assets described in the Kelo-Cote License Agreement, including the Kelo-Cote product intellectual property and the right to grant sub-licenses, (iii) manufacture and supply (and to have manufactured and supplied) the Kelo-Cote products in the United States, and (iv) to use the Kelo-Cote product trademark on the products in appropriate formulations and under associated branding guidelines.

<sup>2</sup> See footnote 1.