

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391170

<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>
KEYVIEW LABS, INC.		04/11/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK (AS SUCCESSOR IN INTEREST BY MERGER TO SQUARE 1 BANK)		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85041354	CERAPLEX	
<b>Serial Number:</b>	77825030	GABAREST	
<b>Serial Number:</b>	77107308	PROCERA AVH	
<b>Serial Number:</b>	87041592	BRAINKEY	
<b>Serial Number:</b>	87041536	KEYBRAIN	
<b>Serial Number:</b>	86853961	PROCERA MOOD	
<b>Serial Number:</b>	86853935	PROCERA SLEEP	
<b>Serial Number:</b>	86683893	PROCERA ESSENTIALS	
<b>Serial Number:</b>	86968980	PROCERA PROTECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>	9193143114		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		

CH \$240.00 85041354

**Address Line 4:** DURHAM, NORTH CAROLINA 27701

**NAME OF SUBMITTER:** NICHOLAS NANCE

**SIGNATURE:** /NICHOLASNANCE-JLT/

**DATE SIGNED:** 07/12/2016

**Total Attachments: 6**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 11, 2014 by and between **SQUARE 1 BANK** ("**Bank**") and **KEYVIEW LABS, INC.**, a Delaware corporation ("**Grantor**").

### **RECITALS**

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**C.** Pursuant to the terms of the Loan Agreement, 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its Obligations 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 (including without limitation those Copyrights, Patents 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, license royalties and proceeds of infringement suits), 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this

Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

5737 Benjamin Center Drive  
Tampa, FL 33634

**KEYVIEW LABS, INC.**

By: [Signature]

Name: SCOTT R ETBER

Title: CEO

**BANK:**

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

**SQUARE 1 BANK**

By: [Signature]

Name: Patrick Cahill

Title: VP

*[Signature Page to Intellectual Property Security Agreement]*

square 1 bank

KeyView Labs, Inc. - IPSA (Execution)



**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
NONE		

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Application Number OR Patent Number</b>	<b>Application OR Filing Date</b>
United States provisional patent application	60/803,943	06/05/2006
United States provisional patent application	60/820,201	07/24/2006
United States Patent for Compositions and Methods for Enhancing Brain Function	8,071,610	12/06/2011
United States Patent Application for Compositions and Methods for Enhancing Brain Function	8,883,814	11/11/2014
Composition and Methods for Enhancing Brain Function	9,308,232	08/07/2014

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
CERAPLEX	85041354	10/04/2011
GABAREST	77825030	06/29/2010
PROCERA AVH	77107308	07/22/2008
BRAIN SAVE	85937174	05/20/2013
TriOmega DHA *DEAD	86021249	07/26/2013
PROCERA	86013568	07/18/2013
CardioVite	86023293	07/30/2013
SightVite	86023284	07/30/2013
Procera Focus	86364586	08/12/2014
Procera Detox	86370821	08/19/2014
Procera Memory	86364572	08/12/2014
BRAINKEY	87041592	05/18/2016
KEYBRAIN	87041536	05/18/2016
PROCERA MOOD	86853961	12/18/2015
PROCERA SLEEP	86853935	12/18/2015
PROCERA ESSENTIALS	86683893	04/26/2016
PROCERA PROTECT	86968980	04/08/2016