

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imprimis Pharmaceuticals, Inc.		07/19/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SWK Funding LLC, as Collateral Agent		
Street Address:	14755 Preston Road, Suite 105		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	5158156	COMBINATION DROP THERAPY	
Registration Number:	5025348	DEFEAT IC	
Registration Number:	5131504	DEX-MOXI	
Registration Number:	5125985	DROPLESS	
Registration Number:	5018511	DROPLESS CATARACT SURGERY	
Registration Number:	4978985	DROPLESS CATARACT THERAPY	
Registration Number:	4884290	DROPLESS THERAPY	
Registration Number:	4976595	ED FREE	
Registration Number:	4958892	ED FREE	
Registration Number:	5022923	GO DROPLESS	
Registration Number:	4972265	GO DROPLESS	
Registration Number:	4950925	GODROPLESS	
Registration Number:	4938331	HLA	
Registration Number:	5100697	IMPRIMIS	
Registration Number:	4890492	IMPRIMIS	
Registration Number:	5008088	IMPRIMIS CARES	
Registration Number:	5022193	IMPRIMIS CARES!	
Registration Number:	4978131	IMPRIMIS PHARMACEUTICALS	
Registration Number:	4890493	IMPRIMISRX	

OP \$815.00 5158156

Property Type	Number	Word Mark
Registration Number:	5163172	IV FREE
Registration Number:	5198496	IV FREE
Registration Number:	5091225	LESS DROPS
Registration Number:	4884291	LESSDROPS
Registration Number:	4950904	LESSDROPS
Registration Number:	5158235	MKO MELT
Registration Number:	5134795	PPS-DR
Registration Number:	5117425	PRED-KETOR
Registration Number:	5039133	PRED-MOXI
Registration Number:	5117424	PRED-MOXI-KETOR
Registration Number:	4919401	SSP TECHNOLOGY
Registration Number:	5034588	TRI-MOXI
Registration Number:	5083870	TRIPLE DROP

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 060232-0001

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 07/19/2017

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of July 19, 2017, is made by **IMPRIMIS PHARMACEUTICALS, INC.**, a Delaware corporation (“**Grantor**”), in favor of **SWK FUNDING LLC** in its capacity as collateral agent for the Lenders (as defined below) (together with its successors and assigns in such capacity, “Collateral Agent”).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Collateral Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent for its benefit and the benefit of the Lenders 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 (as defined in the Loan Agreement).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, 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”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(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 intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works 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, Patents, or Mask Works; 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include (i) any lease, license, contract, property rights, joint venture interests, or agreement to which Grantor is a party or any of its rights or interests thereunder, in each case, if and only if, and solely to the extent that, the grant of a security interest therein shall constitute or result in a breach, termination, default, abandonment, unenforceability or invalidity thereunder or thereof (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law or principles of equity); provided that immediately upon the time at which the consequences described in the foregoing clause shall no longer exist, the Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all of Grantor's right, title and interest in such lease, license, contract, property rights, joint venture interests, or agreement; or (ii) any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Collateral Agent.

Grantor hereby authorizes Collateral Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Collateral Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Collateral Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan

Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Collateral Agent's successors and assigns.

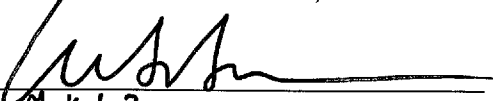
6. Governing Law. This Agreement has been negotiated and delivered to Collateral Agent in the State of New York, and shall have been accepted by Collateral Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:


IMPRIMIS PHARMACEUTICALS, INC.

By 
Name: Mark L. Baum
Title: Chief Executive Officer

AGENT:

SWK FUNDING LLC

By: SWK HOLDING CORPORATION, its sole member

By 
Name: Winston Black III
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement (SWK/Imprimis)]

EXHIBIT A

Copyrights

Title	Registration No. Registration Date
DEFEAT IC.	VA0001987155 2015-08-20
SAY GOODBYE.	VA0001986245 2015-08-19

EXHIBIT B

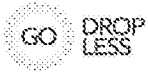
Patents

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date
Pharmaceutical Formulations Of Xanthine Or Xanthine Derivatives, And Their Use	14307773 6/18/2014	(20150017151)
Pharmaceutical Formulations Of Tranexamic Acid And Their Use	14325630 7/8/2014	9301936 4/5/2016
Epinephrine-Based Ophthalmic Compositions For Intraocular Administration And Methods For Fabricating Thereof	14506120 10/3/2014	(20150119440)
Pharmaceutical Compositions For Intraocular Administration And Methods For Fabricating Thereof	14596865 1/14/2015	(20150129457)
Pharmaceutical Compositions For Intraocular Administration And Methods For Fabricating Thereof	14629173 2/23/2015	(20150164882)
Pharmaceutical Compositions Comprising Gels And Methods For Fabricating Thereof	14719157 5/21/2015	(20150335704)
Pharmaceutical Compositions For Intraocular Administration And Methods For Fabricating Thereof	14972822 12/17/2015	(20160101118)
Pharmaceutical Formulations Of Xanthine Or Xanthine Derivatives	14982322 12/29/2015	(20160193213)
Pharmaceutical Compositions For Intraocular Administration And Methods For Fabricating Thereof	15057711 3/1/2016	(20160175323)
Pharmaceutical Compositions For Intraocular Administration And Methods For Fabricating Thereof	15061488 3/4/2016	(20160184323)
Intraocular Lens Comprising Pharmaceutical Compositions And Methods For Fabricating Thereof	15066731 3/10/2016	(20160193144)
Pharmaceutical Formulations For Treating Male Sexual Dysfunctions	15074259 3/18/2016	(20160317552)
Pharmaceutical Ophthalmic Compositions And Methods For Fabricating Thereof	15148574 5/6/2016	(20160243031)
Pharmaceutical Ophthalmic Compositions For Intraocular Administration And Methods For Fabricating Thereof	15178812 6/10/2016	(20160279055)
Pharmaceutical Compositions For Anesthesiological Applications	15184768 6/16/2016	(20160367566)
Curcumin-based pharmaceutical compositions...	62366807 7/26/2016	
Epinephrine-Based Ophthalmic Compositions For Intraocular Administration And Methods For Fabricating Thereof	15241958 8/19/2016	(20160354308)
Epinephrine-Based Ophthalmic Compositions For Intraocular Administration And Methods For Fabricating Thereof	15247524 8/25/2016	(20170049721)
Epinephrine compositons for Intraocular...	62379575 8/25/2016	
Pharmaceutical formulations for treating skin...	15371508 12/7/2016	

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date
Pharmaceutical formulations for treating glauco...	62434942 12/15/2016	
Pharmaceutical formulations for treating kidney..	15383211 12/19/2016	
Adrenocorticotropic hormone-based pharmaceu...	62436082 12/19/2016	
Pharmaceutical Compositions Comprising Gels And Methods For Fabricating Thereof	15395830 12/30/2016	(20170105931)
Pharmaceutical Compositions Comprising Gels And Methods For Fabricating Thereof	15399258 1/5/2017	(20170112936)
Anti-fungal compositions for treating nails...	15467064 3/23/2017	
Epinephrine compositons for Intraocular...	PCT/US14/059077 10/3/2014	
Pharmaceutical formulations for treating skin...	PCT/US16/65263 12/7/2016	
Pharmaceutical formulations for treating kidney..	PCT/US16/067466 12/19/2016	
Pharmaceutical compositions for intraocular...	PCT/US17/30772 5/3/2017	

EXHIBIT C

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
COMBINATION DROP THERAPY	5	86758894 16-SEP-2015	5158156 07-MAR-2017
DEFEAT IC	41	86728843 18-AUG-2015	5025348 23-AUG-2016
DEX-MOXI	5	86852608 17-DEC-2015	5131504 31-JAN-2017
DROPLESS	5	86694124 15-JUL-2015	5125985 17-JAN-2017
DROPLESS CATARACT SURGERY	5	86451161 11-NOV-2014	5018511 09-AUG-2016
DROPLESS CATARACT THERAPY	5	86497090 07-JAN-2015	4978985 14-JUN-2016
DROPLESS THERAPY	5	86497100 07-JAN-2015	4884290 12-JAN-2016
ED FREE	5	86694135 15-JUL-2015	4976595 14-JUN-2016
ED FREE	41	86730358 19-AUG-2015	4958892 17-MAY-2016
GO DROPLESS	5	86143553 13-DEC-2013	5022923 16-AUG-2016
 GO DROPLESS	5, 41	86760039 17-SEP-2015	4972265 07-JUN-2016
GODROPLESS	41	86759927 17-SEP-2015	4950925 03-MAY-2016
HLA	5	86627139 12-MAY-2015	4938331 12-APR-2016
IMPRIMIS	5	86143561 13-DEC-2013	5100697 13-DEC-2016
IMPRIMIS	44	86527529 06-FEB-2015	4890492 19-JAN-2016
IMPRIMIS CARES	44	86867042 06-JAN-2016	5008088 26-JUL-2016
IMPRIMIS CARES!	44	86867077 06-JAN-2016	5022193 16-AUG-2016
IMPRIMIS PHARMACEUTICALS	44	86810634 05-NOV-2015	4978131 14-JUN-2016

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
IMPRIMISRX	44	86527531 06-FEB-2015	4890493 19-JAN-2016
IV FREE	41	86966512 06-APR-2016	5163172 14-MAR-2017
	5	87085396 27-JUN-2016	5198496 09-MAY-2017
	5	87053033 27-MAY-2016	5091225 29-NOV-2016
LESSDROPS	5	86497791 07-JAN-2015	4884291 12-JAN-2016
LESSDROPS	41	86758923 16-SEP-2015	4950904 03-MAY-2016
MKO MELT	5	86966404 06-APR-2016	5158235 07-MAR-2017
PPS-DR	5	86671228 23-JUN-2015	5134795 31-JAN-2017
PRED-KETOR	5	86852556 17-DEC-2015	5117425 10-JAN-2017
PRED-MOXI	5	86712793 03-AUG-2015	5039133 13-SEP-2016
PRED-MOXI-KETOR	5	86852341 17-DEC-2015	5117424 10-JAN-2017
SSP TECHNOLOGY	5, 40	86530228 10-FEB-2015	4919401 15-MAR-2016
TRI-MOXI	5	86712769 03-AUG-2015	5034588 06-SEP-2016
TRIPLE DROP	5	86561020 11-MAR-2015	5083870 15-NOV-2016

EXHIBIT D

Mask Works

N/A