

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484142

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Parnell Pharmaceuticals Holdings Limited		07/30/2018	Proprietary Limited Company:
Parnell Technologies Pty Ltd		07/30/2018	Proprietary Limited Company:
Parnell Manufacturing Pty Ltd		07/30/2018	Proprietary Limited Company:
Parnell Pharmaceuticals Pty Ltd		07/30/2018	Proprietary Limited Company:
Parnell Technologies NZ Pty Ltd		07/30/2018	Proprietary Limited Company:
Australian Pharma Services Pty Ltd		07/30/2018	Proprietary Limited Company:
Parnell Corporate Services Pty Ltd		07/30/2018	Proprietary Limited Company:
Parnell Australia Pty Ltd		07/30/2018	Proprietary Limited Company:
Parnell North America Pty Ltd		07/30/2018	Proprietary Limited Company:
Parnell Europe Pty Ltd		07/30/2018	Proprietary Limited Company:
Parnell, Inc.		07/30/2018	Corporation:
Parnell Corporate Services U.S., Inc.		07/30/2018	Corporation:
Parnell U.S. 1, Inc.		07/30/2018	Corporation:
Veterinary Investigative Services, Inc.		07/30/2018	Corporation:
Parnell NZ Co Limited		07/30/2018	Limited Company:

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 North Marekt Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 9

CH \$240.00 2545590

Property Type	Number	Word Mark
Registration Number:	2545590	ESTROPLAN
Registration Number:	4777569	MYSYNCH
Serial Number:	85608750	GONABREED
Serial Number:	86027644	PROCEPT
Serial Number:	86131238	GONADOPRO
Serial Number:	86656548	GLYDE
Serial Number:	86656554	TERGIVE
Serial Number:	86705911	FETCH PRO
Serial Number:	86705915	FETCH

CORRESPONDENCE DATA

Fax Number: 2026626291

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: (202)662-6000

Email: jaugsburger@cov.com

Correspondent Name: Covington & Burling LLP

Address Line 1: One CityCenter, 850 Tenth Street, NW

Address Line 2: Attn: Patent Docketing

Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	040200.00003
NAME OF SUBMITTER:	Jennifer Augsburger
SIGNATURE:	/jenn augsburger/
DATE SIGNED:	07/31/2018

Total Attachments: 36

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, restated, supplemented or otherwise modified, this “Agreement”), dated as of July 30, 2018 among Parnell Pharmaceuticals Holdings Limited, Parnell Technologies Pty Ltd, Parnell Manufacturing Pty Ltd, Parnell Pharmaceuticals Pty Ltd, Parnell Technologies NZ Pty Ltd, Australian Pharma Services Pty Ltd, Parnell Corporate Services Pty Ltd, Parnell Australia Pty Ltd, Parnell North America Pty Ltd, Parnell Europe Pty Ltd, Parnell, Inc., Parnell Corporate Services U.S., Inc. (also known as Parnell Corporation Services U.S., Inc.), Parnell U.S. 1, Inc., Veterinary Investigative Services, Inc. and Parnell NZ Co Limited (each a “Grantor” and, collectively, the “Grantors”) in favor of Wilmington Trust, National Association, in its capacity as Agent (together with its successors and assigns in such capacity, the “Secured Party”) for the benefit of itself and the Lender (as hereinafter defined).

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, Marathon Healthcare Finance Fund, L.P. (the “Lender”) and the Secured Party, the Lender has agreed to provide certain financial accommodations to Parnell, Inc. (the “Borrower”); and

WHEREAS, the Lender is willing to extend financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Secured party, for the benefit of itself and the Lender, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

- (a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- (b) When used herein the following terms shall have the following meanings:

“Copyrights” shall have the meaning provided thereto in the U.S. Security Agreement.

“Copyright Licenses” means all agreements pursuant to which any Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

“Intellectual Property” shall have the meaning provided thereto in the U.S. Security Agreement.

“Obligations” shall have the meaning provided thereto in the Credit Agreement.

“PTO” means the United States Patent and Trademark Office and any successor office or agency.

“Patents” shall have the meaning provided thereto in the U.S. Security Agreement.

“Patent Licenses” means all agreements pursuant to which any Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

“Trademarks” shall have the meaning provided thereto in the U.S. Security Agreement.

“Trademark Licenses” mean all agreements pursuant to which any Grantor is licensor or licensee, granting any right to use a Trademark.

“UCC” shall have the meaning provided thereto in the U.S. Security Agreement.

- (c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words “herein”, “hereof” and “hereunder” or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term “or” is not exclusive. The term “including” (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Credit Agreement or the other Loan Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.
- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.
- (e) In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Credit Agreement, the Secured Party shall have the right to determine which Agreement shall govern with respect to each such conflict.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment to the Lender of the Obligations of the Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to the Secured Party, for the benefit of itself and the Lender, a continuing security interest in and Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

- (a) Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same; and
- (g) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in any trademark or service mark applications filed in the PTO on the basis of any Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral.
- (h) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in, and the term "Collateral" shall be deemed to exclude, all of the following property:¹ (A) any property owned by a Grantor that is subject to a purchase money Lien or a capital lease permitted hereunder if the contractual obligation pursuant to which such Lien is granted (or

¹ Note to SLS: We believe that the removed language is already covered in subsection (g) above.

the document providing for such capital lease) prohibits the creation of a Lien thereon or expressly requires the consent of any person other than a Loan Party, unless such consent has been obtained or such prohibitions otherwise cease to exist, in which case such Collateral shall automatically become subject to the security interest granted hereunder, (B) any General Intangibles or other rights, in each case arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would violate or invalidate any such contract, instrument, license or other document or give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder, and (C) any asset, the granting of a security interest in which would be void or illegal under any applicable governmental law, rule or regulation, or pursuant thereto would result in, or permit the termination of, such asset, provided, that the property described in B and C above shall only be excluded from the term "Collateral" to the extent the conditions stated therein are not rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC or any other Applicable Law. This Section 2(h) shall not apply to the United States Trademarks and Trademark Licenses referred to on Schedule I hereto.

- (i) For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, with respect to the Australian Guarantors and the New Zealand Guarantor, this Agreement is only applicable with respect to United States Intellectual Property.

Section 3. REPRESENTATIONS AND WARRANTIES.

Each Grantor represents and warrants to the Secured Party, in addition to the representations and warranties in the Credit Agreement and the other Loan Documents, that:

- (a) such Grantor has been using statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrighted material;
- (b) such Grantor has taken all actions necessary to ensure that all licensees of Trademarks owned by such Grantor use consistent standards of quality as directed by such Grantor in connection with its licensed products and services; and
- (c) this Agreement is effective to create a valid security interest in favor of the Secured Party, for the benefit of itself and the Lender, in all of such Grantor's Intellectual Property, except as otherwise set forth in Section 2(g) and 2(h) of this Agreement. Upon the (i) filing of this Agreement in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto) and (ii) the filing of all appropriate UCC-1 financing statements (with respect to each Grantor's (A) Patents, (B) Trademarks and (C) any Copyrights of such Grantor not registered with the United States Copyright Office), such security interest will be enforceable as such as against any and all creditors of,

and purchasers from, such Grantor. Upon the making of such filings set forth above and the filing of this Agreement in the PTO (with respect to the United States Patents set forth on Schedule II hereto and the United States Trademarks set forth on Schedule I hereto), all action necessary to protect and perfect the Secured Party's Lien on such Grantor's Patents, Trademarks, and Copyrights, shall have been taken; and

- (d) if any Grantor shall (i) obtain rights to any new patentable inventions, any registered Copyrights or any Patents or Trademarks, or (ii) become entitled to the benefit of any registered Copyrights or any Patents or Trademarks or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to Secured Party prompt written notice thereof in accordance with the terms of the U.S. Security Agreement. Grantors hereby authorize Secured Party to modify this Agreement by amending Schedules I, II, III and IV hereto, as applicable, to include any such registered Copyrights or any such Patents and Trademarks. Each Grantor shall have the duty (i) to prosecute diligently any patent, trademark, or service mark applications pending as of the date hereof or hereafter, (ii) to preserve and maintain all rights in the Copyrights, Patents and Trademarks, to the extent material to the operations of the business of Grantor and (iii) to ensure that the Copyrights, Patents and Trademarks are and remain enforceable, to the extent material to the operations of the business of Grantor. Any expenses incurred in connection with Grantors' obligations under this Section 3(d) shall be borne by Grantors. Except for any such items that a Grantor reasonably believes (using prudent industry customs and practices) are no longer necessary for the on-going operations of its business, Grantors shall not abandon any material right to file a patent, trademark or service mark application, or abandon any pending patent, trademark or service mark application or any other Copyright, Patent or Trademark without the prior written consent of Secured Party, which consent shall not be unreasonably withheld.

Section 4. COVENANTS. Each Grantor covenants and agrees with the Secured Party, from and after the date of this Agreement, and in addition to the covenants in the Credit Agreement and the other Loan Documents, that:

- (a) Such Grantor shall notify the Secured Party promptly if it knows or has reason to know that any application or registration relating to any Material Intellectual Property owned by such Grantor has or may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable. Such Grantor shall further notify the Secured Party promptly of any adverse determination or decision in any proceeding and the institution of any proceeding challenging such Grantor before the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding such Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property. Such Grantor shall be free to prosecute and maintain its Intellectual Property in the ordinary course of business in a commercially reasonable manner, and, notwithstanding the foregoing, shall not be

required to report preliminary or initial determinations, unless and until made final, by the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding such Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property;

- (b) Such Grantor shall take all actions necessary, or requested by the Secured Party in its good faith exercise of its commercially reasonable discretion, to maintain and pursue each application and/or registration relating to any registered Intellectual Property owned by such Grantor from time to time, including filing applications for renewal, filing affidavits of use, filing affidavits of incontestability and commencing and prosecuting opposition, interference and cancellation proceedings in the ordinary course of business in a commercially reasonable manner;
- (c) In the event that any Intellectual Property owned by or exclusively licensed to such Grantor is infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify the Secured Party promptly after such Grantor learns thereof and shall promptly take all commercially reasonable actions to stop the same and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages where reasonable and cost effective to do so (provided that such Grantor must initiate suit in all cases where the failure to do so could reasonably be expected to have a Material Adverse Effect) and shall take such other actions as are commercially reasonable, or as the Secured Party shall deem appropriate in its good faith exercise of its commercially reasonable discretion under the circumstances to protect such Grantor's rights in such Intellectual Property;
- (d) Such Grantor shall use appropriate statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) Such Grantor shall use commercially reasonable efforts to maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall adequately control the quality of goods and services offered by any licensees of its Trademarks;
- (f) Such Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business
- (g) To the knowledge of such Grantor, neither the conduct of such Grantor's business nor its use of the Intellectual Property owned by such Grantor is interfering with,

infringing upon, misappropriating, or otherwise in conflict with the Intellectual Property rights of any third party; and

- (h) In the event any Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the PTO, the United States Copyright Office or any similar office or agency, such Grantor shall provide the Secured Party with written notice thereof within ten (10) Business Day of the date of such filing, and, upon request of the Secured Party, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Secured Party) to evidence the Secured Party's lien on such Patent, Trademark or Copyright, and the general intangibles of such Grantor relating thereto or represented thereby.

Section 5. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by each Grantor to the Secured Party, for the benefit of itself and the Lenders pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Collateral made and granted herein are more fully set forth in the Credit Agreement and the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Credit Agreement and the U.S. Security Agreement. In the event any provisions contained herein expressly conflict with any provisions in the Credit Agreement or the U.S. Security Agreement covering Intellectual Property, the provisions herein shall control.

For the avoidance of doubt, all of the powers, rights, remedies and privileges granted or provided to the Secured Party under this Agreement are for the benefit of and may be exercised and utilized by the Lender directly, at the option of the Lender. The Secured Party shall act (or omit to act) at the direction of Lender under any provision of this Agreement requiring the Secured Party to take action or to omit from taking action (other than ordinary administration) or to exercise discretion.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. Each Grantor assumes all responsibility and liability arising from the use of the Intellectual Property and Grantors, jointly and severally, hereby

indemnify and hold the Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any Grantor's operations of its business from the use of the Intellectual Property, except to the extent any such claim, suit, loss, damage or expense results from the Secured Party's own gross negligence or willful misconduct, in each case as determined by a court of competent jurisdiction in a final, non-appealable determination. In any suit, proceeding or action brought by the Secured Party under any Patent License, Trademark License, or Copyright License for any sum owing thereunder, or to enforce any provisions of such License, Grantors will, jointly and severally, indemnify and keep the Secured Party harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of any Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from any Grantor, except to the extent any such expense, loss or damage results from the Secured Party's own gross negligence or willful misconduct, in each case as determined by a court of competent jurisdiction in a final, non-appealable determination, and all such obligations of Grantors shall be and remain enforceable against and only against Grantors and shall not be enforceable against the Secured Party.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the U.S. Security Agreement.

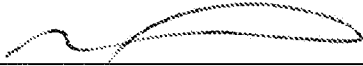
Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 5 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the Credit Agreement and the Loan Documents.

Section 10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

Signed, sealed and delivered Parnell by Pharmaceuticals Holdings Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of A R Bell (director and company secretary)

Alan Richard Bell



Signature of B R McCarthy (director and company secretary)

Brad Richard McCarthy

Signed, sealed and delivered by Parnell Manufacturing Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):

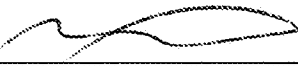

Signature of A R Bell (director and company secretary)

Alan Richard Bell



Signature of B R McCarthy (director and company secretary)

Brad Richard McCarthy

Signed, sealed and delivered by Parnell Technologies Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of A R Bell (director and company secretary)

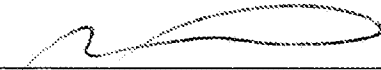
Alan Richard Bell


Signature of B R McCarthy (director and company secretary)

Brad Richard McCarthy


[Signature Page to Intellectual Property Security Agreement]

Signed, sealed and delivered by Parnell
Pharmaceuticals Pty Ltd in accordance with
section 127 of the Corporations Act 2001 (Cth):



Signature of A R Bell (director and company secretary)


Alan Richard Bell



Signature of B R McCarthy (director and company secretary)


Brad Richard McCarthy

Signed, sealed and delivered by Parnell
Technologies NZ Pty Ltd in accordance with
section 127 of the Corporations Act 2001 (Cth):



Signature of A R Bell (director and company secretary)


Alan Richard Bell



Signature of B R McCarthy (director and company secretary)


Brad Richard McCarthy

Signed, sealed and delivered by Australian
Pharma Services Pty Ltd in accordance with
section 127 of the Corporations Act 2001 (Cth):



Signature of A R Bell (director and company secretary)


Alan Richard Bell



Signature of B R McCarthy (director and company secretary)


Brad Richard McCarthy

Signed, sealed and delivered by Parnell
Corporate Services Pty Ltd in accordance with
section 127 of the Corporations Act 2001 (Cth):



Signature of A R Bell (director and company secretary)

Alan Richard Bell

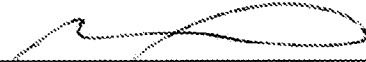


Signature of B R McCarthy (director and company secretary)


Brad Richard McCarthy

[Signature Page to Intellectual Property Security Agreement]

Signed, sealed and delivered by Parnell Australia Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of A R Bell (director and company secretary)

Alan Richard Bell



Signature of B R McCarthy (director and company secretary)

Brad Richard McCarthy

Signed, sealed and delivered by Parnell North America Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of A R Bell (director and company secretary)

Alan Richard Bell



Signature of B R McCarthy (director and company secretary)

Brad Richard McCarthy

Signed, sealed and delivered by Parnell Europe Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):

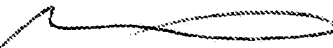

Signature of A R Bell (director and company secretary)

Alan Richard



Signature of B R McCarthy (director and company secretary)

Brad Richard McCarthy

Signed by Parnell NZ Co Limited by:


Signature of director

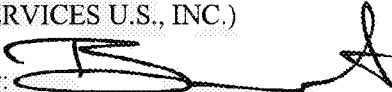
Alan Richard Bell
Name of director


Signature of director


Brad Richard McCarthy
Name of director

[Signature Page to Intellectual Property Security Agreement]

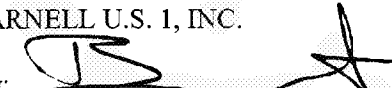
PARNELL CORPORATE SERVICES U.S., INC.
(also known as PARNELL CORPORATION
SERVICES U.S., INC.)

By: 
Name: Brad Richard McLaughlin
Title: Chief Executive Officer


PARNELL, INC.

By: 
Name: Brad Richard McLaughlin
Title: Chief Executive Officer

PARNELL U.S. 1, INC.

By: 
Name: Brad Richard McLaughlin
Title: Chief Executive Officer

VETERINARY INVESTIGATIVE SERVICES,
INC.

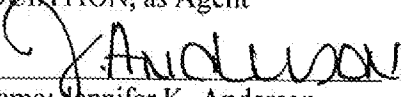
By: 
Name: Brad Richard McLaughlin
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED and ACKNOWLEDGED by:

WILMINGTON TRUST NATIONAL
ASSOCIATION, as Agent

By: _____


Name: Jennifer K. Anderson

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006398 FRAME: 0793

Schedule I

Trademarks and Trademark Licenses

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
Abaxxid	Australia	982562	17/12/2003	24/09/2004	17/12/2023	Parnell Technologies Pty Ltd	
Abaxxid	New Zealand	706019	17/12/2003	10/03/2005	17/12/2023	Parnell Technologies NZ Pty Ltd	
Boldex	Australia	998079	15/04/2004	14/01/2005	15/04/2024	Parnell Technologies Pty Ltd	
Catalex	Australia	1003894	26/05/2004	16/03/2005	26/05/2024	Parnell Technologies Pty Ltd	
Catalex	New Zealand	712919	26/05/2004	2/12/2004	26/05/2024	Parnell Technologies NZ Pty Ltd	
Cowplan	Australia	734390	13/05/1997	5/12/1997	13/05/2017	Parnell Technologies Pty Ltd	
EasyPLAN	Australia	734387	13/05/1997	5/12/1997	13/05/2017	Parnell Technologies	

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
						Pty Ltd	
Estroplan	Australia	734386	13/05/1997	19/12/1997	13/05/2017	Parnell Technologies Pty Ltd	
Estroplan	Canada	TMA54190 6	26/01/1999	5/03/2001	5/03/2016	Parnell Technologies Pty Ltd	
Estroplan	New Zealand	745804	4/04/2006	4/04/2006	4/04/2016	Parnell Technologies NZ Pty Ltd	
Estroplan	USA	2545590	30/10/2002	12/03/2002	12/03/2022	Parnell Technologies Pty Ltd	
Fetch	USA	86/705,915	27/07/2015			Parnell Technologies Pty Ltd	Application pending – awaiting evidence of use
Fetch Pro	USA	86/705,911	27/07/2015			Parnell Technologies Pty Ltd	Application pending – awaiting evidence of use
Gastrin	Australia	991591	2/03/2004	12/01/2005	2/03/2024	Parnell Technologies Pty Ltd	

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
Gastrin	New Zealand	708913	2/03/2004	2/09/2004	2/03/2024	Parnell Technologies NZ Pty Ltd	
Glyde	Australia	1345317	12/02/2010	20/09/2010	12/02/2020	Parnell Technologies Pty Ltd	
Glyde	Australia	960860	8/07/2003	8/06/2004	8/07/2023	Parnell Technologies Pty Ltd	
Glyde	Brazil	830542620	8/03/2010			Parnell Technologies Pty Ltd	Trade mark application rejected. Appeal filed April 2013. Awaiting decision.
Glyde	Hong Kong	301541790	9/02/2010	11/10/2010	8/02/2020	Parnell Technologies Pty Ltd	
Glyde	European Union	1050296	5/08/2010	09/08/2011	5/08/2020	Parnell Technologies Pty Ltd	Filed pursuant to international trade mark application no. 1050296 under the Madrid

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
							Protocol
Glyde	Japan	1050296	5/08/2010	01/09/2011	5/08/2020	Parnell Technologies Pty Ltd	Filed pursuant to international trade mark application no. 1050296 under the Madrid Protocol
Glyde	United States	86/656548	9/06/2015			Parnell Technologies Pty Ltd	Pending. Application suspended pending disposition of cited marks
Glyde	New Zealand	819346	9/02/2010	7/12/2010	9/02/2020	Parnell Technologies NZ Pty Ltd	
Glyde	New Zealand	682514	8/07/2003	8/01/2004	8/07/2020	Parnell Technologies NZ Pty Ltd	
Glyde	South Africa	2010/02836	10/02/2010	14/11/2011	10/02/2020	Parnell Technologies Pty Ltd	
Glyde	Canada	1732521	11/06/2015			Parnell Technologies	Application pending

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
						Pty Ltd	declaration of use and payment of registration fees. Due 11 June 2018
Gonabreed	Australia	971168	19/09/2003	4/05/2004	19/09/2023	Parnell Technologies Pty Ltd	
Gonabreed	Canada	TMA64285 4	9/07/2004	23/06/2005	23/06/2020	Parnell Technologies Pty Ltd	
Gonabreed	New Zealand	701924	22/09/2003	25/03/2004	22/09/2023	Parnell Technologies NZ Pty Ltd	
Gonabreed	USA	85608750	26/04/2012	9/07/2013	9/07/2023	Parnell Technologies Pty Ltd	9/07/2018-9/07/2019 confirmation of continued use necessary
Gonadopro	New Zealand	996407	11/02/2014	02/09/2014	11/02/2024	Parnell Technologies Pty Ltd	
Gonadopro	USA	86131238	27/11/2013			Parnell Technologies	A first request for extension of

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
						Pty Ltd	time to file a Statement of Use has been granted.
Gonadopro	Australia	1603968	04/02/2014	26/06/2014	4/02/2024	Parnell Technologies Pty Ltd	
Gonadopro	China	1199387	11/02/2014	03/03/2015	11/02/2024	Parnell Technologies Pty Ltd	
Gonadopro	European Union	1199387	11/02/2014	11/02/2014	11/02/2024	Parnell Technologies Pty Ltd	
Gonadopro	Iran	1199387	11/02/2014	11/02/2014	11/02/2024	Parnell Technologies Pty Ltd	
Heptamax	Australia	991593	2/03/2004	2/12/2004	2/03/2024	Parnell Technologies Pty Ltd	
Heptamax	New Zealand	708916	2/03/2004	2/09/2004	2/03/2024	Parnell Technologies NZ Pty Ltd	
iKAM	Australia	1649527	29/09/2014			Parnell Technologies	Cited mark lapsed. Trade

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
						Pty Ltd	mark acceptance due 26 November 2017.
Luminous	Australia	1792378	25/08/16			Parnell Technologies Pty Ltd	Application pending – awaiting examination by IP Australia
Macromec	Australia	991592	2/03/2004	2/12/2004	2/03/2024	Parnell Technologies Pty Ltd	
Macromec	New Zealand	708914	2/03/2004	2/09/2004	2/03/2024	Parnell Technologies NZ Pty Ltd	
Mysynch	Canada	1611558	28/01/2013			Parnell Technologies Pty Ltd	Allowed 01/08/2014. Awaiting use in Canada before registration can be completed.
Mysynch	USA	4,777,569	2/11/2012	21/07/2015	21/07/2025	Parnell Technologies Pty Ltd	
Ovsynch	Australia	783290	18/01/1999	17/09/1999	18/01/2019	Parnell	

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
Ovsynch	New Zealand	304125	20/01/1999	12/05/2000	20/01/2026	Parnell Technologies NZ Pty Ltd	
Procept	Australia	1603445	30/01/2014	5/05/2014	30/01/2024	Parnell Technologies Pty Ltd	
Procept	China	1197539	31/01/2014	13/02/2015	31/01/2024	Parnell Technologies Pty Ltd	Filed pursuant to international trade mark application no. 1197539 under the Madrid Protocol
Procept	Iran	1197539	31/01/2014	31/01/2014	31/01/2024	Parnell Technologies Pty Ltd	Filed pursuant to international trade mark application no. 1197539 under the Madrid Protocol
Procept	European Union	1197539	31/01/2014	14/04/2015	31/01/2024	Parnell Technologies Pty Ltd	Filed pursuant to international trade mark application no.

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
							1197539 under the Madrid Protocol
Procept	USA	86,027,644	2/08/2013	05/07/2016	05/07/2026	Parnell Technologies Pty Ltd	
Procept	New Zealand	995498	31/01/2014	1/08/2013	31/01/2024	Parnell Technologies Pty Ltd	Filed pursuant to international trade mark application no. 1197539 under the Madrid Protocol
Quickplan	Australia	734388	13/05/1997	5/12/1997	13/05/2017	Parnell Technologies Pty Ltd	
Reviderm	Australia	1792376	25/08/16			Parnell Technologies Pty Ltd	Application pending – awaiting examination by IP Australia
Reviderm Vet	Australia	1792377	25/08/16			Parnell Technologies Pty Ltd	Application pending – awaiting examination by

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
							IP Australia
Ribogen	Australia	1018308	31/08/2004	27/01/2006	31/08/2024	Parnell Technologies Pty Ltd	
Ribogen	New Zealand	717746	31/08/2004	8/09/2005	31/08/2024	Parnell Technologies NZ Pty Ltd	
Roedox	Australia	982564	17/12/2003	24/09/2004	17/12/2023	Parnell Technologies Pty Ltd	
Roedox	New Zealand	706018	17/12/2003	17/06/2004	17/12/2023	Parnell Technologies NZ Pty Ltd	
Spectimax	New Zealand	708917	2/03/2004	2/09/2004	2/03/2024	Parnell Technologies NZ Pty Ltd	
Spectinmax	Australia	991594	2/03/2004	16/12/2004	2/03/2024	Parnell Technologies Pty Ltd	
Synchroplan	Australia	783381	19/01/1999	10/03/2000	19/01/2019	Parnell Technologies Pty Ltd	
SYNCHROplan	New Zealand	304126	20/01/1999	8/02/2000	20/01/2026	Parnell	

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
						Technologies NZ Pty Ltd	
Tergive	Australia	960127	2/07/2003	17/03/2004	2/07/2023	Parnell Technologies Pty Ltd	
Tergive	New Zealand	845256	6/07/2011	6/01/2012	6/07/2021	Parnell Technologies NZ Pty Ltd	
Tergive	European Union	014202907	05/06/2015	09/10/2015		Parnell Technologies Pty Ltd	
Tergive	USA	86/656,554	09/06/2015			Parnell Technologies Pty Ltd	Application allowed
Zydax	Australia	949601	4/04/2003	23/01/2004	4/04/2023	Parnell Technologies Pty Ltd	
Zydax	Brazil	902398601	1/05/2010	15/01/2013	15/01/2023	Parnell Technologies Pty Ltd	
Zydax	Hong Kong	301541213	9/02/2010	4/10/2010	8/02/2020	Parnell Technologies Pty Ltd	

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
Zydax	European Union	1031950	10/02/2010	22/06/2011	10/02/2020	Parnell Technologies Pty Ltd	Filed pursuant to international trade mark application no. 1031950 under the Madrid Protocol
Zydax	Japan	1031950	10/02/2010	12/11/2010	10/02/2020	Parnell Technologies Pty Ltd	Filed pursuant to international trade mark application no. 1031950 under the Madrid Protocol
Zydax	USA	79/080,081	10/02/2010	22/03/2011	10/02/2020	Parnell Technologies Pty Ltd	Filed pursuant to international trade mark application no. 1031950 under the Madrid Protocol
Zydax	Canada	1732523	11/06/2015			Parnell Technologies Pty Ltd	Trade mark application pending
Zydax	New Zealand	819294	8/02/2010	12/08/2010	8/02/2020	Parnell Technologies	

Trade mark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
Zydax	South Africa	2010/02925	11/02/2010	24/11/2011	11/02/2020	Parnell Technologies Pty Ltd	

Schedule II

Patents and Patent Licenses

CIMTECH Patent Family 1 (related to PAR122)

This family has been returned to CIMTECH -- Q1'18

International patent application PCT/AU2010/000519					
Title: One or more of <i>Vigna marina</i> , <i>Cocos nucifera</i> L. or <i>Terminalia catappa</i> L. extracts for treating wounds, skin disorders and hair loss					
Country	Application No.	Filing date	Priority date	Status	Expiry date
Australia	2010244969	4 May 2010	4 May 2009	Granted	4 May 2030
Australia	2016200876	11 February 2016	4 May 2009	Abandoned	4 May 2030
Australia	2017248446	17 October 2017	4 May 2009	Pending	4 May 2030
Brazil	PI1007711.1	4 May 2010	4 May 2009	Pending	4 May 2030
Canada	2760812	4 May 2010	4 May 2009	Under Examination	4 May 2030
China	201080027510.8	4 May 2010	4 May 2009	Granted	4 May 2030
Macau	J/002158	10 May 2016	4 May 2009	Granted	4 May 2030
China	201410275983.X	19 June 2014	4 May 2009	Under Examination	4 May 2030
Europe	10771898.3	4 May 2010	4 May 2009	Granted*	4 May 2030
Hong Kong	15104310.8	4 May 2010	4 May 2009	Pending	4 May 2030
Indonesia	W00201104415	4 May 2010	4 May 2009	Abandoned	4 May 2030
Japan	2012-508854	4 May 2010	4 May 2009	Granted	4 May 2030
Japan	2015-126421	24 June 2015	4 May 2009	Granted	4 May 2030
Korea	10-2011-7028528	4 May 2010	4 May 2009	Granted	4 May 2030
Singapore	201108056-1	4 May 2010	4 May 2009	Granted	4 May 2030
United States	13/318,596	4 May 2010	4 May 2009	Granted	4 May 2030
United States	14/304,413	13 June 2014	4 May 2009	Abandoned	4 May 2030
India	9489/DELNP/2011	4 May 2010	4 May 2009	Pending	4 May 2030

* Validated

CIMTECH Patent Family 2 (related to PAR121)

This family has been returned to CIMTECH - Q1'18

International patent application PCT/AU2010/001679					
Title: Methods and compositions for bone and cartilage repair					
Country	Application No.	Filing date	Priority date	Status	Expiry date
Australia	2010330704	10 December 2010	10 December 2009	Granted	10 December 2030
Brazil	BR112012013968	10 December 2010	10 December 2009	Pending	10 December 2030
China	201080063286.8	10 December 2010	10 December 2009	Granted	10 December 2030
Europe	10835314.5	10 December 2010	10 December 2009	Under Examination	10 December 2030
Singapore	201204204-0	10 December 2010	10 December 2009	Granted	10 December 2030
India	6044/DELNP/2012	10 December 2010	10 December 2009	Pending	10 December 2030
United States	13/514,249	10 December 2010	10 December 2009	Granted	10 December 2030
United States	15/670,562	7 August 2017	10 December 2009	Pending	10 December 2030

CIMTECH Patent Family 3 (related to PAR122)

This family has been returned to CIMTECH - Q1'18

International patent application PCT/AU2011/001410					
Title: Methods and compositions for maintaining and improving the health of skin					
Country	Application No.	Filing date	Priority date	Status	Expiry date
Australia	2011325867	3 November 2011	3 November 2010	Granted	3 November 2031
Singapore	201303416-0	3 November 2011	3 November 2010	Granted	3 November 2031
United States	13/883,196	3 November 2011	3 November 2010	Abandoned	3 November 2031
United States	15/548,357	14 March 2017	3 November 2010	Pending	3 November 2031

Parnell GXS Patent Family (related to Zydax)

International patent application PCT/AU2008/001481					
Title: A sulfated polysaccharide compound and the preparation and use thereof					
Country	Application No.	Filing date	Priority date	Status	Expiry date
Australia	2008358975	8 October 2008	4 July 2008	Granted\$	8 October 2028
Australia	2013202633	5 April 2013	4 July 2008	Granted#	8 October 2028
Australia	2016200266	18 January 2016	4 July 2008	Abandoned	8 October 2028
Australia	2008100725	4 August 2008	4 July 2008	Expired	4 August 2016
Australia	2008100730	4 August 2008	4 July 2008	Expired	4 August 2016
New Zealand	590725	8 October 2008	4 July 2008	Granted\$	8 October 2028
New Zealand	608738	26 March 2013	4 July 2008	Granted	8 October 2028
New Zealand	624749	8 May 2014	4 July 2008	Granted#	8 October 2028
New Zealand	701294	22 October 2014	4 July 2008	Abandoned	8 October 2028
Europe	0880116.9	8 October 2008	4 July 2008	Granted\$*	8 October 2028
Europe	15181965.3	21 August 2015	4 July 2008	Pending#	8 October 2028
Europe	15181970.3	21 August 2015	4 July 2008	Abandoned\$	8 October 2028
Hong Kong	11110507.2	4 October 2011	4 July 2008	Granted	8 October 2028
United States	13/002,363	8 October 2008	4 July 2008	Granted\$	8 October 2028 [@]
United States	15/336,607	27 October 2016	4 July 2008	Pending#	8 October 2028

Denotes patents/applications directed to composition of matter

\$ Denotes patents/applications directed to double sulfation method

*This patent is validated in: Austria, Belgium, Switzerland, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, UK, Greece, Hungary, Ireland, Iceland, Italy, Liechtenstein, Lithuania, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Sweden, Slovenia and Turkey.

®This patent is subject to a patent term adjustment of 702 days thereby extending its term until about October 2030.

**Parnell Increasing Pregnancy Rates Patent Family (related to
GONADOPRO)**

International patent application PCT/AU2006/001832					
Title: Increasing pregnancy rates					
Country	Application No.	Filing date	Priority date	Status	Expiry date
New Zealand	595633	7 October 2011	2 December 2005	Granted	1 December 2026

Parnell Estrous Cycles

Title: Improved methods for synchronization of estrous cycles and ovulation for fixed time artificial insemination in cattle					
Country	Application No.	Filing date	Priority date	Status	Expiry date
Australia	2016274000	19 December 2016	19 December 2016	To be abandoned	19 December 2036
New Zealand	727694	19 December 2016	19 December 2016	To be abandoned	19 December 2036
United States	14/699,904	29 April 2015	29 April 2014	To be abandoned	29 April 2035
Canada	2,952,185	19 December 2016	19 December 2016	To be abandoned	19 December 2036

Schedule III

Copyrights and Copyright Licenses

Not applicable

Schedule IV**Other Intellectual Property – Domains****Parnell Domain Registration Details**

Registrations with Melbourne IT (Level 2, 120 King Street Melbourne, VIC 3000):

www.parnell.biz
www.parnell.com
www.ovsynch.com.au
www.ovsynch.net
www.ovsynch.co.nz
www.gonabreed.com
www.estroplan.com
www.glydefordogs.com
www.glydefordogs.com.au
www.glidefordogs.com.au
www.glide4dogs.com.au
www.glyde4dogs.com.au
www.glydeforhorses.com
www.glideforhorses.com.au
www.glydeforhorses.com.au
www.glyde4horses.com.au
www.glide4horses.com.au
www.zydax.com
www.zydax.com.au
www.zydax2.com
www.zydax2.com.au
www.glydeballs.com
www.glydeballs.com.au

Registration with Tier3 Solutions Group (7439 W. 161st Street Overland Park, Kansas 66085):

www.mysynch.com

Registration with DomainIT (www.domainit.com):

www.mydairyherd.com

Registrations with ED (Level 7, 28 University Ave Canberra ACT 2601):

www.ikampro.com
www.ikampro.com.au
www.zydaxrevolution.com
www.zydaxrevolution.com.au

Registrations with NamesCo (<http://www.names.co.uk/>):

www.glydefordogs.co.uk
www.glyde4dogs.co.uk
www.glide4dogs.co.uk
www.glydeforhorses.co.uk

www.glyde4horses.co.uk
www.glide4horses.co.uk
www.glideforhorses.co.uk