

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acerus Pharmaceuticals Corporation		10/11/2018	Corporation: CANADA
Acerus Biopharma Inc.		10/11/2018	Corporation: CANADA
Acerus Labs Inc.		10/11/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	SWK Funding LLC		
Street Address:	14755 Preston Road, Suite 105		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86084664	NATESTO	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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>			
Phone:	617-523-2700		
Email:	susan.dinicola@hkllaw.com,brittany.fox@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	10/11/2018		
Total Attachments: 18			
source=Acerus IP Security Agreement#page1.tif			
source=Acerus IP Security Agreement#page2.tif			
source=Acerus IP Security Agreement#page3.tif			

OP \$40.00 86084664

source=Acerus IP Security Agreement#page4.tif
source=Acerus IP Security Agreement#page5.tif
source=Acerus IP Security Agreement#page6.tif
source=Acerus IP Security Agreement#page7.tif
source=Acerus IP Security Agreement#page8.tif
source=Acerus IP Security Agreement#page9.tif
source=Acerus IP Security Agreement#page10.tif
source=Acerus IP Security Agreement#page11.tif
source=Acerus IP Security Agreement#page12.tif
source=Acerus IP Security Agreement#page13.tif
source=Acerus IP Security Agreement#page14.tif
source=Acerus IP Security Agreement#page15.tif
source=Acerus IP Security Agreement#page16.tif
source=Acerus IP Security Agreement#page17.tif
source=Acerus IP Security Agreement#page18.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 11, 2018 (as may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), made by and among ACERUS BIOPHARMA INC., an Ontario corporation ("Biopharma"), ACERUS LABS INC., an Ontario corporation ("Labs") and ACERUS PHARMACEUTICALS CORPORATION, an Ontario corporation ("Borrower" and together with Biopharma and Labs, collectively, the "Grantor"), in favor of SWK FUNDING LLC, a Delaware limited liability company, as administrative and collateral agent (in such capacity, "Agent") for the Lenders (as defined below) party to the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Agent and the financial institutions party thereto from time to time as lenders (each a "Lender" and collectively, the "Lenders"), Agent and Lenders have agreed to make certain financial accommodations available to Borrower, as guaranteed by Biopharma and Labs, and Grantor has granted a security interest to Agent, for the benefit of Agent and Lenders, in, among other things, all right, title and interest of Grantor in, to and under all of Grantor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule I hereto, as applicable.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement, Grantor hereby agrees with Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean all of Grantor's (or if referring to another Person, such other Person's) now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office, the Canadian Intellectual Property Office, or in any similar office or agency of the United States or Canada, any state or province thereof or any political subdivision thereof, or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

"**Copyright Licenses**" shall mean all written agreements naming Grantor as licensor or licensee, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (other than agreements relating to widely-available software subject to "shrink-wrap" or "click-through" software licenses).

“**Credit Agreement**” shall have the meaning assigned to such term in the recitals of this Agreement.

“**Intellectual Property**” shall mean all present and future: trade secrets, know-how and other proprietary information; Trademarks and Trademark Licenses, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; Copyrights (including Copyrights for computer programs, but excluding commercially available off-the-shelf software and any Intellectual Property rights relating thereto) and Copyright Licenses, and all tangible and intangible property embodying the Copyrights, unpatented inventions (whether or not patentable); Patents and Patent Licenses; Mask Works; industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; customer lists and customer information, the right to sue for all past, present and future infringements of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“**IP Collateral**” shall have the meaning assigned to such term in Section 2 hereof.

“**Mask Works**” shall mean all of Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to mask works or similar rights available for the protection of semiconductor chips.

“**Patents**” shall mean all of Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, or in any similar office or agency of the United States or Canada, any state or province thereof, any political subdivision thereof or in any other country or multi-jurisdictional patent office or agency, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing.

“**Patent Licenses**” shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, develop, market, use or sell any products derived, in whole or in part, from any invention covered by a Patent or any similar agreement related to any other use of any invention covered by a Patent.

“**Trademarks**” shall mean all of Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to: (i) all of Grantor’s (or if referring to another Person, such other Person’s) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, or in any similar office or agency of the United States or Canada, any state or province thereof or any political subdivision thereof, or in any other country, and all research and development and goodwill of the business relating thereto; (ii) all renewals thereof;

and (iii) all designs and general intangibles of a like nature (excluding only United States intent-to-use trademark applications to the extent that, and solely during period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registerability of such applications or the validity or enforcements of registrations issuing from such application).

“**Trademark Licenses**” shall mean, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

(c) **Other Definitional Provisions**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest**. To secure the payment and performance of the Obligations, Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Guarantee and Collateral Agreement or the General Security Agreements, as the case may be, does hereby grant) to Agent, for the benefit of Agent and Lenders, a lien and security interest in Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor’s right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor’s business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the “**IP Collateral**”); provided, that the IP Collateral shall not include the Excluded Property (as defined in the Guarantee and Collateral Agreement or the General Security Agreements, as applicable).

3. **Protection of Intellectual Property by Grantor**. Grantor shall, at its sole cost, expense and risk, in connection with the operation of its business, comply with the requirements set forth in Section 5.7 of the Guarantee and Collateral Agreement in respect to the Intellectual Property.

4. **Representations and Warranties**. Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all Registered Intellectual Property in the United States that relates to Material Products and in which Grantor purports to have an ownership interest.

(b) Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(c) If Grantor amends its name, Grantor shall provide copies of such amendment documentation to Agent and at Agent’s request shall re-register Grantor’s Registered Intellectual Property in the United States that relates to Material Products with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Agent shall

reasonably request to maintain a perfected first priority security interest, subject to Permitted Liens, in the IP Collateral comprised of Registered Intellectual Property in the United States that relates to Material Products.

5. **No Violation of Credit Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the other Loan Documents, and shall not be deemed to modify any such representation, warranty or covenant contained in any other Loan Document.

6. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 2 above, all of which shall be deemed to be and treated as "IP Collateral" within the meaning of this Agreement.

(b) Upon the request of Agent, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may reasonably request to evidence Agent's security interest in any IP Collateral and the goodwill of Grantor relating thereto or represented thereby comprised of Registered Intellectual Property in the United States that relates to Material Products (including, without limitation, filings with the United States Patent and Trademark Office, or the United States Copyright Office, or any similar office in the United States), and Grantor hereby constitutes Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, that Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Grantor's Rights to Enforce Intellectual Property.** Prior to Agent's giving of notice to Grantor following the occurrence and during the continuance of an Event of Default, Grantor shall have the exclusive right to sue for past, present and future infringement of the IP Collateral, including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the IP Collateral against encroachment by third parties, provided, however, that:

(a) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, shall be applied in accordance with the Credit Agreement and the Guarantee and Collateral Agreement.

(c) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to Grantor may terminate or limit Grantor's rights under this Section 7.

8. **Agent's Actions to Protect Intellectual Property.** Pursuant to, in accordance with and subject to the terms of the Credit Agreement, Agent, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in Agent's own right with respect to the rights and obligations of Grantor under Section 3, Section 6 and Section Error! Reference source not found. of this Agreement.

9. **Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Credit Agreement.

10. **Agent as Attorney In Fact.**

(a) Grantor hereby irrevocably constitutes and designates Agent as its attorney-in-fact to:

(i) Following the occurrence and during the continuance of an Event of Default, supplement and amend from time to time Schedule I of this Agreement to include any new or additional Registered Intellectual Property of Grantor in the United States that relates to Material Products.

(ii) Exercise any of the rights and powers referenced herein in accordance with this Agreement.

(b) The grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Obligations are Paid in Full.

(c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8, Section 9 or Section 10 of this Agreement, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act, except to the extent Agent acted with gross negligence or willful misconduct as determined by a court of competent jurisdiction.

11. **Agent's Rights.** Upon the occurrence and during the continuance of an Event of Default, any use by Agent of the IP Collateral, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Credit Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Loan Documents.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral comprised of Registered Intellectual Property in the United States that relates to Material Products with the United States Patent and Trademark Office, the United States Copyright Office, as well as with any similar office or department of any other domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of Agent and Lenders, under the Guarantee and Collateral Agreement and the other Loan Documents. The other Loan Documents (and all rights and remedies of Grantor, Agent, and Lenders thereunder) shall remain in full force and effect in accordance with their terms.

13. **Termination; Release of IP Collateral.** This Agreement and all obligations of Grantor and Agent hereunder shall terminate on the date upon which the Obligations are Paid in Full. Upon termination of this Agreement, Agent shall, at the expense of the Grantor, take such actions required by the Credit Agreement or the Guarantee and Collateral Agreement or as otherwise reasonably requested by Grantor to release and terminate its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and permitted assigns.

15. **GOVERNING LAW.** THIS AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR STATUTE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM OR

CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT), SHALL BE GOVERNED BY, AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY LAWS, RULES OR PROVISIONS OF THE STATE OF NEW YORK THAT WOULD CAUSE THE APPLICATION OF THE LAWS, RULES OR PROVISIONS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

16. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by facsimile machine or in “.pdf” format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page and shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

17. **Copy of Agreement**. Grantor acknowledges receipt of a signed copy of this Agreement.

18. **Conflicting Terms**. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as the case may be, the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, shall control.

[Remainder of page intentionally blank; signature page follows.]

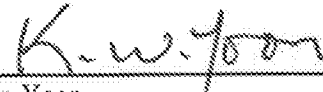
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

GRANTOR:

**ACERUS PHARMACEUTICALS
CORPORATION,**
an Ontario Corporation

By: 
Name: Ken Yoon
Title: Chief Financial Officer

ACERUS BIOPHARMA INC.,
an Ontario corporation

By: 
Name: Ken Yoon
Title: Authorized Signatory

ACERUS LABS INC.,
an Ontario corporation

By: 
Name: Ken Yoon
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

#60399802

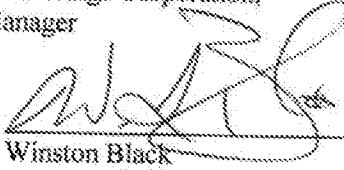
TRADEMARK
REEL: 006505 FRAME: 0572

AGENT:

SWK FUNDING LLC

By: SWK Holdings Corporation,
its sole Manager

By:

Name:  Winston Black

Title: Chief Executive Officer

#60399802

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006505 FRAME: 0573

Schedule I

Registered Copyrights in the United States that relate to Material Products

Acerus Biopharma Inc.

Nil.

Acerus Labs Inc.

Nil.

Acerus Pharmaceuticals Corporation

Nil.

[Schedule I to Intellectual Property Security Agreement]

#60399802

Registered Patents in the United States that relate to Material Products

Acerus Biopharma Inc.

Owner	Country Name	Name / Identifier of IP	Type of IP	Registration/ Publication or Application Number	Filing Date
Acerus Biopharma Inc.	United States of America	INTRANASAL TESTOSTERONE GEL FORMULATIONS AND USE THEREOF FOR TREATING MALE HYPOGONADISM	Patent Application	61/486,324	15-May-11
Acerus Biopharma Inc.	United States of America	INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL FORMULATIONS AND USE THEREOF FOR TREATING MALE HYPOGONADISM	Patent Application	61/486,634	16-May-11
Acerus Biopharma Inc.	United States of America	INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL FORMULATIONS AND USE THEREOF FOR TREATING MALE HYPOGONADISM	Patent Application (abandoned)	14/082,032	15-Nov-13
Acerus Biopharma Inc.	United States of America	INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL FORMULATIONS AND USE THEREOF FOR TREATING MALE HYPOGONADISM	Patent Application	14/325,312	07-Jul-14
Acerus Biopharma Inc.	United States of America	MALE TESTOSTERONE TITRATION METHODS, MALE INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL FORMULATIONS AND USE THEREOF FOR TREATING HYPOGONADISM AND TRT	Patent Application (Abandoned)	14/646,571	21-May-15
Acerus Biopharma Inc.	United States of America	MALE TESTOSTERONE TITRATION METHODS, MALE INTRANASAL TESTOSTERONE BIO-ADHESIVE	Patent Application	61/729,138	21-Nov-12

[Schedule I to Intellectual Property Security Agreement]

#60399802

Owner	Country Name	Name / Identifier of IP	Type of IP	Registration/ Publication or Application Number	Filing Date
Acerus Biopharma Inc.	United States of America	GEL FORMULATIONS AND USE THEREOF FOR TREATING HYPOGONADISM AND TRT	Patent Application	61/729,406	22-Nov-12
Acerus Biopharma Inc.	United States of America	MALE TESTOSTERONE TITRATION METHODS, MALE INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL FORMULATIONS AND USE THEREOF FOR TREATING HYPOGONADISM AND TRT	Patent Application (abandoned)	14/080,695	14-Nov-13
Acerus Biopharma Inc.	United States of America	CONTROLLED RELEASE TOPICAL TESTOSTERONE FORMULATIONS AND METHODS	Patent Application (abandoned)	14/508,904	07-Oct-14
Acerus Biopharma Inc. *Registered to Trimel Biopharma SRL	United States of America	CONTROLLED RELEASE TOPICAL TESTOSTERONE FORMULATIONS AND METHODS	Patent Application	14/442,949	14-May-15
Acerus Biopharma Inc. *Registered to Trimel Biopharma SRL	United States of America	CONTROLLED RELEASE TOPICAL TESTOSTERONE FORMULATIONS AND METHODS	Patent Application	14/713,706	15-May-15
Acerus Biopharma Inc.	United States of America	CONTROLLED RELEASE TOPICAL TESTOSTERONE FORMULATIONS AND METHODS	Patent Application	61/729,304	21-Nov-12
Acerus Biopharma Inc.	United States of America	CONTROLLED RELEASE TOPICAL TESTOSTERONE FORMULATIONS AND METHODS	Patent Application	61/726,564	14-Nov-12

[Schedule I to Intellectual Property Security Agreement]

#60399802

Owner	Country Name	Name / Identifier of IP	Type of IP	Registration/ Publication or Application Number	Filing Date
Acerus Biopharma Inc.	United States of America	AND METHODS CONTROLLED RELEASE NASAL TESTOSTERONE GELS, METHODS AND PRE-FILLED MULTI-DOSE APPLICATOR SYSTEMS FOR PERNASAL ADMINISTRATION	Patent Application (abandoned)	14/081,751	15-Nov-13
Acerus Biopharma Inc.	United States of America	CONTROLLED RELEASE NASAL TESTOSTERONE GELS, METHODS AND PRE-FILLED MULTI-DOSE APPLICATOR SYSTEMS FOR PERNASAL ADMINISTRATION	Patent Application	14/329,974	13-Jul-14
Acerus Biopharma Inc.	United States of America	PRIMARY AND SECONDARY EFFICACY AND SAFETY ENDPOINTS FOR CONTROLLED RELEASE TOPICAL TESTOSTERONE GEL FORMULATIONS AND METHODS	Patent Application	61/802,739	17-Mar-13
Acerus Biopharma Inc.	United States of America	PRIMARY AND SECONDARY EFFICACY AND SAFETY ENDPOINTS FOR CONTROLLED RELEASE TOPICAL TESTOSTERONE GEL FORMULATIONS AND METHODS	Patent Application	61/802,737	17-Mar-13
Acerus Biopharma Inc.	United States of America	PRIMARY AND SECONDARY EFFICACY AND SAFETY ENDPOINTS FOR CONTROLLED RELEASE TOPICAL TESTOSTERONE GEL FORMULATIONS AND METHODS	Patent Application	61/802,388	16-Mar-13
Acerus Biopharma	United States of America	ONE- AND TWO-POINT TITRATION	Patent Application	14/646,889	22-May-15

[Schedule I to Intellectual Property Security Agreement]

#60399802

Owner	Country Name	Name / Identifier of IP	Type of IP	Registration/ Publication or Application Number	Filing Date
Inc.		METHODS TO DETERMINE DAILY TREATMENT REGIMENS TO TREAT HYPOGONADISM OR MALE TESTOSTERONE DEFICIENCY WITH AN INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL	(Abandoned)		
Acerus Biopharma Inc.	United States of America	ONE- AND TWO-POINT TITRATION METHODS TO DETERMINE DAILY TREATMENT REGIMENS TO TREAT HYPOGONADISM OR MALE TESTOSTERONE DEFICIENCY WITH AN INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL	Patent Application	61/802,354	15-Mar-13
Acerus Biopharma Inc.	United States of America	ONE-AND TWO-POINT TITRATION METHODS TO DETERMINE DAILY TREATMENT REGIMENS TO TREAT HYPOGONADISM OR MAIL ESTOSTERONE DEFICIENCY WITH AN INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL	Patent Application	61/802,724	17-Mar-13
Acerus Biopharma Inc.	United States of America	ONE- AND TWO-POINT TITRATION METHODS TO DETERMINE DAILY TREATMENT REGIMENS TO TREAT HYPOGONADISM OR MALE TESTOSTERONE DEFICIENCY WITH AN INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL	Patent Application	61/802,727	17-Mar-13
Acerus Biopharma Inc.	United States of America	METHODS OF TREATING HYPOGONADISM WITH INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL FORMULATIONS IN	Patent Application	61/802,297	15-Mar-13

[Schedule I to Intellectual Property Security Agreement]

#60399802

Owner	Country Name	Name / Identifier of IP	Type of IP	Registration/ Publication or Application Number	Filing Date
Acerus Biopharma Inc.	United States of America	MALE WITH ALLERGIC RHINITIS, AND METHODS FOR PREVENTING AN ALLERGIC RHINITIS EVENTS	Patent Application (Abandoned)	14/215,882	17-Mar-14
Acerus Biopharma Inc.	United States of America	METHODS OF TREATING HYPOGONADISM WITH INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL FORMULATIONS IN MALE WITH ALLERGIC RHINITIS, AND METHODS FOR PREVENTING AN ALLERGIC RHINITIS EVENTS	Patent Application	14/536,130	29-Jun-15
Acerus Biopharma Inc.	Patent Cooperation Treaty	METHODS OF TREATING HYPOGONADISM WITH INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL FORMULATIONS IN MALE WITH ALLERGIC RHINITIS, AND METHODS FOR PREVENTING AN ALLERGIC RHINITIS EVENTS	Patent Application	PCT/IB2012/001112	15-May-12
Acerus Biopharma Inc.	Patent Cooperation Treaty	INTRANASAL TESTOSTERONE GEL FORMULATIONS AND USE THEREOF FOR TREATING MALE HYPOGONADISM	Patent Application	PCT/IB2013/002925	21-Nov-13
Acerus Biopharma Inc.	Patent Cooperation Treaty	CONTROLLED RELEASE TOPICAL TESTOSTERONE FORMULATIONS AND METHODS	Patent Application	PCT/IB2013/002913	14-Nov-13

[Schedule I to Intellectual Property Security Agreement]

#60399802

Owner	Country Name	Name / Identifier of IP	Type of IP	Registration/ Publication or Application Number	Filing Date
Acerus Biopharma Inc.	Patent Cooperation Treaty	CONTROLLED RELEASE NASAL TESTOSTERONE GELS, METHODS AND PRE-FILLED MULTI-DOSE APPLICATOR SYSTEMS FOR PERNASAL ADMINISTRATION	Patent Application	PCT/IB2012/001127	15-May-12
Acerus Biopharma Inc.	Patent Cooperation Treaty	ONE- AND TWO-POINT TITRATION METHODS TO DETERMINE DAILY TREATMENT REGIMENS TO TREAT HYPOGONADISM OR MALE TESTOSTERONE DEFICIENCY WITH AN INTRANASAL TESTOSTERONE BIO-ADHESIVE GEL	Patent Application	PCT/IB2013/002920	22-Nov-13

Acerus Labs Inc.

Owner	Country Name	Name / Identifier of IP	Type of IP	Registration/ Publication or Application Number	Filing Date
Acerus Labs Inc.	United States of America	CANNABIDIOL NASAL FORMULATIONS	Patent Application	62/344,486	02-Jun-16
Acerus Labs Inc.	United States of America	CANNABIDIOL NASAL FORMULATIONS	Patent Application	62/426,403	25-Nov-16
Acerus Labs Inc.	Patent Cooperation Treaty	CANNABIDIOL NASAL COMPOSITIONS	Patent Application	PCT/IB17/00759	02-Jun-17
Acerus Labs Inc.	United States of America	CANNABIDIOL NASAL COMPOSITIONS	Patent Application	15/613,116	02-Jun-17

[Schedule I to Intellectual Property Security Agreement]

#60399802

Acerus Pharmaceuticals Corporation

Owner	Country Name	Name / Identifier of IP	Type of IP	Registration/ Publication or Application Number	Filing Date
Acerus Pharmaceuticals Corp.	United States of America	NEUROSTEROID DERIVATIVES AND USES THEREOF	Provisional application	Application 3: 62667100	May 4, 2018

Registered Trademarks in the United States that relate to Material Products

Acerus Biopharma Inc.

Title	Country	Application No.	Filing Date
NATESTO	United States	86/084,664	Oct. 7, 2013

Acerus Labs Inc.

Nil.

Acerus Pharmaceuticals Corporation

Nil.

Registered Mask Works in the United States that relate to Material Products

Acerus Biopharma Inc.

Nil.

Acerus Labs Inc.

Nil.

Acerus Pharmaceuticals Corporation

Nil.

[Schedule I to Intellectual Property Security Agreement]

#60399802

RECORDED: 10/11/2018

**TRADEMARK
REEL: 006505 FRAME: 0583**