

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526042

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PANTHERYX, INC.		05/29/2019	Corporation: COLORADO
APS BIOGROUP, INC.		05/29/2019	Corporation: COLORADO
LA BELLE ASSOCIATES, INC.		05/29/2019	Corporation: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	PERCEPTIVE CREDIT HOLDINGS II, LP
<b>Street Address:</b>	51 Astor Place, 10th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4288318	DIARESQ
Registration Number:	5514701	RAPID RECOVERY DIARESQ DIARRHEA RELIEF
Registration Number:	5514729	SOOTHING RELIEF DIARESQ DIARRHEA RELIEF
Registration Number:	5601581	GIRESQ
Registration Number:	5219569	APS BIOGROUP
Registration Number:	4603486	COLOSTRUM COMPLETE
Registration Number:	4521553	IMMULOX
Registration Number:	3918250	IMMUNE BALANCE
Registration Number:	3826636	INFOPEPTIDE
Registration Number:	4521910	INFOPROTEIN
Serial Number:	87917760	
Registration Number:	4580053	VIRALOX
Registration Number:	3489777	AVICOL
Registration Number:	2662119	BCP-FIRST COLOSTRUM
Registration Number:	4229874	COLOSTRAL-AID
Registration Number:	5654074	LA BELLE
Registration Number:	4076155	LB

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3528091	PREMIER SELECT ENRICHED FORMULAS
Registration Number:	4423293	SCOUR BLOCK

**CORRESPONDENCE DATA**

**Fax Number:** 7037607777

*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:** 7037607360

**Email:** hcheng@mofo.com

**Correspondent Name:** Hsiao-Ting Cheng

**Address Line 1:** 1650 Tysons Boulevard, Suite 400

**Address Line 2:** Morrison & Foerster LLP

**Address Line 4:** McLean, VIRGINIA 22102

**ATTORNEY DOCKET NUMBER:** 72295-42

**NAME OF SUBMITTER:** Min Heo

**SIGNATURE:** /Min Heo/

**DATE SIGNED:** 06/03/2019

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 29, 2019 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings II, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

### W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as of May 29, 2019 (the “*Security Agreement*”), made by and among PANTHERYX, INC., a Colorado corporation (the “Borrower”), and certain Subsidiaries of the Borrower party thereto or having acceded thereto pursuant to the terms thereof (each a “*Subsidiary Guarantor*” and, together with the Borrower, each a “*Grantor*” and, collectively, the “*Grantors*” which include the Trademark Grantors), in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all federally registered Trademarks of such Trademark Grantor, including, without limitation, the applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same;

provided that, in each case, the Trademark Collateral shall not include Excluded Assets, including any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that, and during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such application or of any registration that issues from such intent-to-use trademark application under Federal law.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

**PANTHERYX, INC.**

By: 

Name: Scott A. Hyman

Title: Senior Vice President, General  
Counsel and Secretary

**APS BIOGROUP, INC.**

By: 

Name: Scott A. Hyman

Title: Secretary

**LA BELLE ASSOCIATES, INC.**

By: 

Name: Scott A. Hyman

Title: Secretary

Address:

5480 Valmont Road

Suite 325

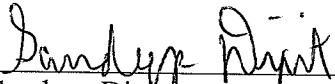
Boulder, Colorado 80301

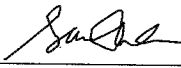
Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006659 FRAME: 0878**

Accepted and Agreed:  
PERCEPTIVE CREDIT HOLDINGS II, LP, as the Administrative Agent



By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

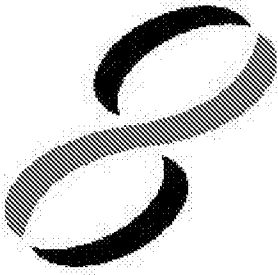
By   
Name: Sandeep Dixit  
Title: Chief Credit Officer

By   
Name: Sam Chawla  
Title: Portfolio Manager


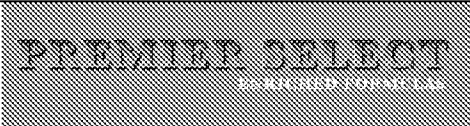
Perceptive Credit Holdings II, LP  
c/o Perceptive Advisors LLC  
51 Astor Place, 10th Floor  
New York, NY 10003  
Attn: Sandeep Dixit  
Email: Sandeep@perceptivelife.com

**TRADEMARKS**Trademark Registrations and Applications

<b>Trademark</b>	<b>Image</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Owner</b>
DiaResQ	<i>DiaResQ</i>	Reg. No. 4288318	Feb. 12, 2013	PanTherx, Inc.
RAPID RECOVERY DIARESQ DIARRHEA RELIEF		Reg. No. 5514701	Jul 10,2018	PanTherx, Inc.
Soothing Relief Diaresq Diarrhea Relief		Reg. No. 5514729	Jul 10,2018	PanTherx, Inc.
GiResQ	<b>GiResQ</b>	Reg. No. 5601581	Nov 6, 2018	PanTherx, Inc.
APS BIOGROUP	<b>APS BIOGROUP</b>	Reg. No. 5219569	June 6, 2016	APS BioGroup, Inc.
COLOSTRUM COMPLETE	<b>COLOSTRUM COMPLETE</b>	Reg. No. 4603486	Jan 13, 2014	APS BioGroup, Inc.

IMMULOX	<b>IMMULOX</b>	Reg. No. 4521553	Sep 18, 2013	APS BioGroup, Inc.
IMMUNE BALANCE	Immune Balance	Reg. No. 3918250	Nov 15, 2007	APS BioGroup, Inc.
INFOPEPTIDE	<b>INFOPEPTIDE</b>	Reg. No. 3826636	Sep 17, 2009	APS BioGroup, Inc.
INFOPROTEIN	<b>INFOPROTEIN</b>	Reg. No. 4521910	Sep 30, 2013	APS BioGroup, Inc.
Design Only		App. No. 87917760	May 11, 2018	APS BioGroup, Inc.
VIRALOX	<b>VIRALOX</b>	Reg. No. 4580053	Jan 13, 2014	APS BioGroup, Inc.
AVICOL	<b>AVICOL</b>	Reg. No. 3489777	Jun 7, 2007	La Belle Associates, Inc.
BCP-FIRST COLOSTRUM	<b>BCP-FIRST COLOSTRUM</b>	Reg. No. 2662119	Jun 12, 2001	La Belle Associates, Inc.



COLOSTRAL-AID	COLOSTRAL-AID	Reg. No. 4229874	Mar 17, 2012	La Belle Associates, Inc.
LA BELLE	LA BELLE	Reg. No. 5654074	May 10, 2018	La Belle Associates, Inc.
LB		Reg. No. 4076155	Nov 23, 2010	La Belle Associates, Inc.
PREMIER SELECT ENRICHED FORMULA		Reg. No. 3528091	Dec 31, 2006	La Belle Associates, Inc.
SCOUR BLOCK	SCOUR BLOCK	Reg. No. 4423293	Oct 31, 2012	La Belle Associates, Inc.