

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Particle Dynamics International, LLC		09/30/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Farragut SBIC Fund II, LP		
Street Address:	5301 Wisconsin Avenue NW		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20015		
Entity Type:	Limited Partnership: D.C.		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2589738	CALCI-PRESS	
Registration Number:	1786383	DESCOTE	
Registration Number:	2713829	MICROMASK	
Registration Number:	4760715	MAGNIPRESS	
Registration Number:	5330476	SMOOTHMASK	
Serial Number:	88171027	PARTICLE DYNAMICS	
Serial Number:	88171053	PARTICLE DYNAMICS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	lvincent@mcguirewoods.com		
Correspondent Name:	Gregory C. Barr		
Address Line 1:	1750 Tysons Blvd		
Address Line 2:	#1800		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2057556.0038		
NAME OF SUBMITTER:	Melissa Guidry		
SIGNATURE:	/Melissa Guidry/		

OP \$190.00 2589738

DATE SIGNED:

10/03/2019

Total Attachments: 13

source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page1.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page2.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page3.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page4.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page5.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page6.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page7.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page8.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page9.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page10.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page11.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page12.tif
source=Farragut-Particle Dynamics Patent License and Trademark Security Agreement Executed#page13.tif

PATENT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, LICENSE AND TRADEMARK SECURITY AGREEMENT (“Agreement”) is made as of September 30, 2019 by PARTICLE DYNAMICS INTERNATIONAL, LLC, a Delaware limited liability company (“Grantor”) in favor of FARRAGUT SBIC FUND II, LP a Delaware limited partnership, as agent on behalf of the Purchasers (as defined below) (in such capacity, together with its successor and assigns, “Secured Party”).

WITNESSETH:

WHEREAS, Grantor and Secured Party have entered into that certain Note and Warrant Purchase Agreement dated as of September 30, 2019 (as amended, restated, modified or supplemented from time to time, the “Note Purchase Agreement”), by and among Secured Party, the purchasers of notes party thereto from time to time (the “Purchasers”), Grantor, and the other parties thereto from time to time; and

WHEREAS, it is a condition to any extensions of credit to or for the benefit of Grantor under the Note Purchase Agreement that, among other things, Grantor execute and deliver to Secured Party this Agreement;

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

1. Incorporation of Note Purchase Agreement. The Note Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Note Purchase Agreement shall have the meanings ascribed to them therein.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of Grantor’s Obligations to Secured Party, Grantor hereby grants to Secured Party and reaffirms its grant set forth in the Security Agreement of a security interest in and to all of Grantor’s right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those United States registrations and applications for registration of patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Grantor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all of Grantor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, whether Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent Licenses");

(iii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the United States registrations and applications for registration of trademarks listed on Schedule C attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Grantor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(iv) all Grantor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(v) the goodwill of Grantor's business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. Grantor agrees and covenants that until the Obligations shall have been satisfied in full and the Note Purchase Agreement shall have been terminated, Grantor will not, without Secured Party's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement outside the ordinary course of Grantor's business, which is inconsistent with Grantor's obligations under this Agreement, and Grantor further agrees and covenants, subject to Section 8 hereof, that without Secured Party's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Secured Party under this Agreement. Except to the extent expressly permitted by the Note Purchase Agreement, Grantor agrees and covenants not to sell or assign its interest in, or, other than in the ordinary course of Grantor's business, grant any license under, the Patents, Marks or Licenses, without receiving the prior written consent of Secured Party thereto.

4. Certain Covenants, Representations and Warranties of Grantor. Grantor covenants, represents and warrants (to the best of Grantor's knowledge with respect to any Patents and Marks which are licensed by third parties to Grantor) that: (i) the Patents, Marks and Licenses set forth in the Schedules hereto are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged, in each case, in any way that could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; (ii) except as otherwise expressly permitted under the Note Purchase Agreement, or other Transaction Documents, none of the Patents, Marks or Licenses set forth in the Schedules hereto have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks and Licenses is valid and enforceable (except to the extent the failure to be valid or enforceable could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect) and Grantor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks or Licenses set forth in the Schedules hereto which would have a Material Adverse Effect on the validity and/or enforceability of the Patents, Marks or Licenses; (iv) to the best of Grantor's knowledge, no claim has been made that the use of any of the material Patents, Marks or Licenses constitutes an infringement; (v) Grantor owns the entire right, title and interest in and to each of the Patents and Marks set forth in the Schedules hereto (other than those being licensed to Grantor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents and Marks described therein (except to the extent the failure to be valid or subsisting could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect), free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Grantor, in each case except for (A) rights granted by Grantor pursuant to the applicable Licenses, and (B) Permitted Encumbrances and any other Liens permitted by the Note Purchase Agreement; (vi) the Patents and Marks listed on Schedules A and C constitute all United States registrations and applications for registration of Patents and Marks in which Grantor has any right, title or interest; (vii) Grantor has the unqualified right to enter into this Agreement and perform its terms; (viii) Grantor will use proper statutory notice in connection with its use of the Patents and Marks (except as to any thereof which is no longer material to Grantor's business); and (ix) Grantor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks and Licenses. If, before the Obligations shall have been satisfied in full and the Note Purchase Agreement shall have been terminated, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Grantor shall give to Secured Party written notice thereof within ten (10) days of such occurrence. Grantor hereby authorizes Secured Party to modify this Agreement by noting any future acquired Patents and Marks on Schedule A, B or C, as applicable; provided, however, that the failure of Secured Party to make any such notation shall not limit or affect the obligations of Grantor or rights of Secured Party hereunder.

6. **Royalties; Terms.** Grantor hereby agrees that the security interest of Secured Party in all Patents, Marks and Licenses as described above shall be worldwide (or in the case of the Patents and Marks licensed to Grantor such smaller geographic location if any is specified for Grantor's use in the applicable License) and, without any liability for royalties or other related charges from Secured Party to Grantor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Note Purchase Agreement.

7. **Termination of Grantor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Note Purchase Agreement, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to any of the other Transaction Documents, the security interest granted hereunder shall automatically be extinguished. Secured Party shall, at the request of Grantor and at Grantor's expense, execute and promptly deliver to Grantor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Secured Party's security interest granted to Secured Party pursuant to this Agreement, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to any of the other Transaction Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Secured Party.

8. **Duties of Grantor.** Except to the extent the same is no longer material to Grantor's business or to the extent in the Grantor's reasonable business judgment such action is unnecessary or otherwise not in the best interest of such Grantor, Grantor shall have the duty (i) to prosecute diligently any application with respect to Patents and Marks, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks and service marks, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, and in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Grantor. Except to the extent the same is no longer material to Grantor's business or except to the extent expressly permitted by the Note Purchase Agreement or Security Agreement, Grantor shall not abandon any pending patent application, trademark application, service mark application, patent, trademark, or service mark without the written consent of Secured Party.

9. **Secured Party's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks and the Licenses, and any licenses thereunder, and, if Secured Party shall commence any such suit, Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by Secured Party in aid of such enforcement, and Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all reasonable costs and expenses incurred by Secured Party in the exercise of its rights under this Section 9.

10. **Waivers.** No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

13. **Further Assurances.** Grantor shall execute and deliver to Secured Party, at any time or times hereafter at the reasonable request of Secured Party, all papers (including, without limitation, any as may be deemed desirable by Secured Party for filing or recording with any Patent and Trademark Office, and any successor thereto). Grantor shall take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Secured Party), as Secured Party may reasonably request, to evidence Secured Party's interest in the Patents, Marks and Licenses and the goodwill associated therewith and enforce Secured Party's rights under this Agreement.

14. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Secured Party's rights and remedies with respect to the Patents, Marks and Licenses, whether established hereby, by any of the Transaction Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby constitutes and appoints Secured Party as Grantor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, subject to the terms and conditions of the Note Purchase Agreement and the other Transaction Documents, to (i) endorse Grantor's name on all applications, documents, papers and instruments determined by Secured Party as necessary or desirable for Secured Party in the use of the Patents, Marks and Licenses, (ii) take any other actions with respect to the Patents, Marks and Licenses as Secured Party deems in good faith to be in the best interest of Secured Party, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Marks to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks or Licenses to any Person. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Note Purchase Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Note Purchase Agreement or any of the other Transaction Documents but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any

jurisdiction in which the Patents, Marks or Licenses may be enforced. Grantor hereby releases Secured Party from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Secured Party under the powers of attorney granted herein except, in each case, to the extent resulting from the gross negligence, or willful misconduct of Secured Party as determined by a final order of a court of competent jurisdiction.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its respective successors and assigns and shall inure to the benefit of Secured Party and its successors and assigns.

16. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, THE NOTE PURCHASE AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH, THE INTERNAL LAWS, AND NOT THE CONFLICTS OF LAW PROVISIONS, OF THE STATE OF DELAWARE.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, License and Trademark Security Agreement as of the date first above written.

**PARTICLE DYNAMICS INTERNATIONAL,
LLC**

By: Wade L. Hylton
Name: Wade Hylton
Title: Chief Financial Officer

The undersigned accepts and agrees to the foregoing Patent, License and Trademark Security Agreement as of the date first written above.

FARRAGUT SBIC FUND II, LP

By: Farragut Capital Partners II, LLC, its General Partner

By: Farragut Capital Partners, Inc., its Manager

By: _____
Name: Philip A. McNeill
Title: President

[Signature page to Patent, License and Trademark Security Agreement]

121494118

**TRADEMARK
REEL: 006763 FRAME: 0616**

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, License and Trademark Security Agreement as of the date first above written.

**PARTICLE DYNAMICS INTERNATIONAL,
LLC**

By: _____
Name: Wade Hylton
Title: Chief Financial Officer

The undersigned accepts and agrees to the foregoing Patent, License and Trademark Security Agreement as of the date first written above.

FARRAGUT SBIC FUND II, LP

By: Farragut Capital Partners II, LLC, its General Partner

By: Farragut Capital Partners, Inc., its Manager

By: 
Name: Philip A. McNeill
Title: President

[Signature page to Patent, License and Trademark Security Agreement]

121494118

**TRADEMARK
REEL: 006763 FRAME: 0617**

SCHEDULE A

PATENTS

<u>Patent Description</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
Means For Creating a Mass Having Structural Integrity	U.S.	U.S. 6,465,010	10/15/2002
Spatial Arrangement of Particles In A Drinking Device For Oral Delivery of Pharmaceuticals	U.S.	U.S. 8,679,541	3/25/2014
Calcium Compositions	U.S.	U.S. 8,859,011	10/14/2014
Method of Producing Porous Tablets with Improved Dissolution Properties	Mexico	235287	3/29/2006
Calcium Compositions	Chile	1345-07	5/10/2007
Solid Particulate Compositions Comprising Coenzyme Q10	U.S.	U.S. 9,655,849	5/23/2017
Gelling Agent – Based Dosage Form	Australia	2013235266	3/19/2013
Gelling Agent – Based Dosage Form	European Patent Convention	EP2827839 9 (A1)	3/19/2013
Gelling Agent – Based Dosage Form	U.S.	U.S. 9,452,135	9/27/2016
Spatial Arrangement of Particles In A Drinking Device For Oral Delivery of Pharmaceuticals	U.S.	U.S. 9,339,475	5/17/2016
Iron-Polysaccharide Complexes And Methods for The Preparation Thereof	U.S.	U.S. 10,258,647	4/16/2019
Iron-Polysaccharide Complexes And Methods for The Preparation Thereof	European Patent Convention	EP3344661 (A1)	11/7/2018

PATENT APPLICATIONS

121494118

**TRADEMARK
REEL: 006763 FRAME: 0618**

<u>Patent Application Description</u>	<u>Country</u>	<u>Patent Application No.</u>	<u>Date Applied</u>
Iron-Polysaccharide Complexes And Methods for The Preparation Thereof	U.S.	62,212,656 (Provisional Application – Priority document for US App 15/251,062, which issued as US Pat 10258647 on April 16, 2019 and U.S. App. 15/251,062)	9/1/2015
Iron-Polysaccharide Complexes and Methods for the Preparation Therefor	U.S.	16/139,630	9/24/2018
Solid Particulate Compositions Comprising Coenzyme Q10	U.S.	15/492,384 (Continuation of U.S. 9,655,849)	8/3/2017
Iron-Polysaccharide Complexes and Methods for the Preparation Thereof	U.S.	15/251,062	8/30/2016
Iron-Polysaccharide Complexes and Methods for the Preparation Thereof	Canada	2932075	6/2/2016
Iron-Polysaccharide Complexes and Methods for the Preparation Thereof	Argentina	<u>AR105858 (A1)</u>	8/30/2016
Gelling Agent-Based Dosage Form	U.S.	15/238,070	8/16/2016
Processes for Producing Lactitol Granulates and Granulates Produced Thereby	U.S.	(U.S. App. No. not publicly available, but this is: WO/2018US/33918 And Priority no. US201762509966P, 20170523)	

SCHEDULE B
PATENT LICENSES

None

121494118

TRADEMARK
REEL: 006763 FRAME: 0620

SCHEDULE C

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/ Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Calci-Press	2,589,738	10/13/2000	7/2/2002
Descote	1,786,383	11/12/1992	8/10/1993
Micromask	2,713,829	10/19/1999	5/6/2003
Magnipress	4,760,715	3/13/2013	6/23/2015
Smoothmask	5330476	3/8/2016	11/7/2017

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>Filing Date</u>
Particle Dynamics	88/171,027	10/26/2018
Particle Dynamics	88/171,053	10/26/2018

SCHEDULE D
TRADEMARK LICENSES

None

121494118