

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM625896

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Biogix, Inc.		02/10/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Scotland PLC		
<b>Street Address:</b>	11 Earl Grey Street		
<b>Internal Address:</b>	Lloyds Bank, New Uberior House		
<b>City:</b>	Edinburgh		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EH3 9BN		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3521376	AMBEREN	
<b>Registration Number:</b>	3848702	AMBIOSPA	
<b>Registration Number:</b>	4191633	SMART-B	
<b>Registration Number:</b>	4864250	CYTOMAGNESIUM	
<b>Registration Number:</b>	4864249	CYTOCALCIUM	
<b>Registration Number:</b>	4864251	CYTOZINC	
<b>Registration Number:</b>	4864252	CYTOSMART	
<b>Registration Number:</b>	5147888	EMBRACE THE CHANGE	
<b>Registration Number:</b>	6096296	FEEL LIKE YOURSELF AGAIN	
<b>Registration Number:</b>	6096299	FEEL LIKE YOURSELF AGAIN!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-660-3052		
<b>Email:</b>	mpalmisciano@sullivanlaw.com		
<b>Correspondent Name:</b>	Michael S. Palmisciano		
<b>Address Line 1:</b>	1633 Broadway		
<b>Address Line 2:</b>	Sullivan & Worcester LLP		

CH \$265.00 3521376

**Address Line 4:** New York, NEW YORK 10019

**NAME OF SUBMITTER:** Michael S. Palmisciano

**SIGNATURE:** /Michael S. Palmisciano/

**DATE SIGNED:** 02/11/2021

**Total Attachments: 7**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 10, 2021 (this "Agreement"), between BIOGIX, INC., a Delaware corporation ("Grantor"), and BANK OF SCOTLAND PLC, in its capacity as Security Agent pursuant to the Credit Agreement (as hereinafter defined) (in such capacity, and together with its successors and assigns, "Security Agent").

RECITALS

A. Grantor has entered into a certain Credit Agreement dated as of November 26, 2015, as amended and restated on 25 April 2016, as amended and restated on 1 December 2016, as further amended on 7 November 2017, as further amended and restated on 19 June 2018, as further amended on 21 December 2018 and as further amended and restated on 2 July 2019 (as so amended and amended and restated, and as the same may be further amended, amended and restated, replaced, novated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Alliance Pharma Plc, an English registered company (company number 04241478) and certain of its subsidiaries (including Grantor), as borrowers and/or guarantors, the lending institutions from time to time parties thereto (the "Lenders") and Bank of Scotland plc, as Agent for the Finance Parties (in such capacity, together with its successors and assigns, "Agent") and as Security Agent for the Secured Parties (the Lenders, Agent and Security Agent, collectively, the "Secured Parties").

B. Pursuant to the terms of the Credit Agreement, Grantor has entered into a Security Agreement, dated as of February 10, 2021 (as amended, amended and restated, replaced, novated, supplemented or otherwise modified from time to time, the "Security Agreement"; the capitalized terms used herein being used as defined therein, unless otherwise defined herein), between Grantor and Security Agent.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Intellectual Property Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor grants and pledges to Security Agent for the ratable benefit of the Secured Parties, to secure the payment and performance in full of all of the Secured Obligations, a security interest in and so pledges and assigns to Security Agent for the ratable benefit of the Secured Parties the Intellectual Property Collateral, including, without limitation, all goodwill of the business connected with the use of and symbolized by such Intellectual Property Collateral and those copyrights, patents and patent applications and trademarks listed on Exhibits A, B and C hereto and including, without limitation, all proceeds thereof (such as, by way of example but not

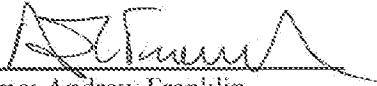
by way of limitation, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof). Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office; provided, however, to the extent Grantor owns or may file any "intent to use" applications during the term of this Agreement, and a Statement of Use or Amendment to Allege Use is filed and accepted by the U.S. Patent and Trademark Office, Grantor shall within ten calendar days provide to Security Agent written notice of such occurrence and deliver to Security Agent for the benefit of the Secured Parties a supplement to this Agreement for recording in the applicable national, federal and state offices.

2. This security interest is granted in conjunction with the security interest granted to Security Agent under the Security Agreement. The rights and remedies of Security Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, Credit Agreement and other Finance Documents, and those which are now or hereafter available to Security Agent as a matter of law or equity. Each right, power and remedy of Security Agent provided for herein or in the Security Agreement, Credit Agreement or other Finance Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Security Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement, the Credit Agreement or other Finance Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person of any or all other rights, power or remedies. This Agreement shall constitute a Finance Document as defined in the Credit Agreement.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date first above written.

<p>c/o Alliance Pharma plc Avonbridge House, Bath Road Chippenham, Wiltshire SN15 2BB Fax: 01249 466 977 Attention: Finance Director</p>	<p><b>BIOGIX, INC.</b></p> <p>By  Name: Andrew Franklin Title: Chief Financial Officer and Secretary</p>
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[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date first above written.

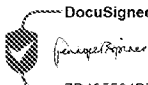
<p>c/o Alliance Pharma plc          Avonbridge House, Bath Road          Chippenham, Wiltshire SN15 2BB          Fax: 01249 466 977          Attention: Finance Director</p>	<p>BIOGIX, INC.</p> <p>By _____          Name:          Title:</p>
<p>Accepted:</p> <p>BANK OF SCOTLAND PLC, as Security Agent</p> <p>DocuSigned by:            By _____  <small>7D405534B713482...</small>          Name: Jennifer Espiner          Title: Associate Director, Agency</p>	<p>Lending Operations &amp; Agency          Lloyds Bank Commercial Banking          New Uberior House          11 Earl Grey Street, Edinburgh, EH3 9BN          United Kingdom          Attention: Hugh Spence and Alex Valentine          Fax: +44 (0) 131 347 7229</p>

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents and Patent Applications

<u>Registered Owner</u>	<u>Patent</u>	<u>Registration / (Application) Number</u>	<u>Registration / (Application) Date</u>
Biogix, Inc.	Method and Agent for Lowering total Cholesterol Levels and for Improving Blood Lipid Spectrum Composition	(16329444)	(2/28/2019)



EXHIBIT C

Trademarks

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Biogix, Inc.	Amberen	3521376	10/21/2008
Biogix, Inc.	AmbioSPA	3848702	9/14/2010
Biogix, Inc.	Smart-B	4191633	8/14/2012
Biogix, Inc.	Cytomagnesium	4864250	12/1/2015
Biogix, Inc.	Cytocalcium	4864249	12/1/2015
Biogix, Inc.	Cytozinc	4864251	12/1/2015
Biogix, Inc.	Cyosmart	4864252	12/1/2015
Biogix, Inc.	Embrace the Change	5147888	2/21/2017
Biogix, Inc.	Feel Like Yourself Again	6096296	7/7/2020
Biogix, Inc.	Feel Like Yourself Again!	6096299	7/7/2020