

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIONPHARMA, INC.		04/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WXM LLC		
Street Address:	9161 Liberia Avenue		
Internal Address:	SUITE 304		
City:	MANASSAS		
State/Country:	VIRGINIA		
Postal Code:	20110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5129561	BIONPHARMA	
Registration Number:	5904653	BIONAFEM	
Registration Number:	6175724	A+ HEALTH	
Registration Number:	5928920	A+ HEALTH	
Serial Number:	88077790	BE HEALTH	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	243283.000003		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	04/18/2022		

CH \$140.00 5129561

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of April 1, 2022, by and between **BIONPHARMA INC.**, a Delaware corporation (“**Bionpharma**”), **BIONPHARMA HEALTHCARE LLC**, a Delaware corporation (“**Bionpharma Healthcare**” and together with **Bionpharma**, individually, a “**Grantor**” and, collectively, “**Grantors**”) and **WXM LLC**, a Delaware limited liability company (“**Lender**”).

RECITALS

A. Lender has agreed to make a loan to Grantors (the “**Loan**”) in the principal amount of \$7,500,000, evidenced by that certain Promissory Note, dated of even date herewith, executed in the principal amount of \$7,500,000 by Grantors (as the same may be amended, modified or supplemented from time to time, the “**Promissory Note**”; capitalized terms used herein are used as defined in the Promissory Note). Lender is willing to extend the Loan, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in certain Copyrights, Patents and Trademarks (as each term is described below) to secure the obligations of Grantors under the Promissory Note.

B. Pursuant to the terms of that certain Security Agreement, dated as of the date hereof (the “**Security Agreement**”), each Grantor has granted to Lender a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Promissory Note, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Promissory Note and the Loan Documents, each Grantor grants and pledges to Lender a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (except to the extent constituting Excluded Property (as defined in the Security Agreement)) (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantors authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Authorization. Grantors hereby authorize Lender to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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

GRANTORS:

BIONPHARMA HEALTHCARE LLC

By: 

Venkatachalam Krishnan
President and Chief Executive Officer

BIONPHARMA INC.

By: 

Venkatachalam Krishnan
Chief Executive Officer

LENDER:

WXM LLC

By: _____
Name:
Title:

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

GRANTORS:

BIONPHARMA HEALTHCARE LLC


By: _____
Venkatachalam Krishnan
President and Chief Executive Officer

BIONPHARMA INC.

By: _____
Venkatachalam Krishnan
Chief Executive Officer

LENDER:

WXM LLC

By:  _____
Name: *Arun Jeyaraj*
Title: *President & CEO*

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

EXHIBIT B

Patents

PATENTS					
Jurisdiction	Title	App. No./ App. Date	Patent No. /Issue Date	Licensee	Status
United States	IMMEDIATE RELEASE SOLUBLE IBUPROFEN COMPOSITIONS	2,978,269 (Mar. 1, 2015)		Bionpharma Healthcare LLC	Pending
United States	STABLE SOLUTIONS OF ORLISTAT FOR PHARMACEUTICAL DOSAGE FORMS	12/574,215 (Oct. 6, 2009)	8,309,107 (Nov. 13, 2012)	Bionpharma Healthcare LLC	Issued
LICENSED PATENTS					
Jurisdiction	Title	App. No./ App. Date	Patent No. /Issue Date	Licensee	Status
United States	ENTERIC SOFT CAPSULES COMPRISING POLYUNSATURATED FATTY ACIDS	14/527,201 (Oct. 29, 2014)	9,895,332 (Feb. 20, 2018)	Bionpharma Healthcare LLC	Pending
United States	ENTERIC SOFT CAPSULE COMPOSITIONS	14/744,057 (June 19, 2015)	9,775,814 (Nov. 3, 2017)	Bionpharma Healthcare LLC	Pending
United States	SILK-BASED CAPSULES	14/776,325 (Sep. 14, 2015)	9,968,333 (Feb. 20, 2018)	Bionpharma Healthcare LLC	Pending
United States	ENTERIC SOFT CAPSULES COMPRISING POLYUNSATURATED FATTY ACIDS	PCT/US2014/062892 (Oct. 29, 2014)		Bionpharma Healthcare LLC	Pending
National Stage Entries in the United States and	ENTERIC SOFT CAPSULE COMPOSITIONS	PCT/US2015/036539 (June 19, 2015)		Bionpharma Healthcare LLC	Pending

Canada					
National Stage Entries in the United States and Canada	ENHANCED BIOAVAILABILITY OF POLYUNSATURATED FATTY ACIDS	PCT/US2015/037558 (June 25, 2015)	9,775,814 (Nov. 3, 2017)	Bionpharma Healthcare LLC	Pending
Canada	SOLVENT SYSTEM FOR ENHANCING THE SOLUBILITY OF PHARMACEUTICAL AGENTS	2,600,023 (Mar. 6, 2006)	2,600,023 (Nov. 1, 2011)	Bionpharma Healthcare LLC	Issued

EXHIBIT C

Trademarks

TRADEMARKS					
Jurisdiction	Title	App. No./ App. Date	Trademark No. /Issue Date	Owner	Status
United States	BIONPHARMA (word mark in standard characters)	86477035 (Dec 10, 2014)	5129561 (Jan 24, 2017)	Bionpharma Inc.	[Issued]
United States	BIONAFEM (word mark in standard characters)	88077760 (Aug 14, 2018)	5904653 Nov 5, 2019)	Bionpharma Inc.	[Issued]
United States	A+ HEALTH (word mark in standard characters)	88077777 (Aug 14, 2018)	6175724 (Oct. 13, 2020)	Bionpharma Inc.	[Issued]
United States	A+ HEALTH (word mark in standard characters)	88976024 (child of 88077777 filed (Aug 14, 2018)	5928920 (Dec. 3, 2019)	Bionpharma Inc.	[Issued]
United States	BE HEALTH (word mark in standard characters)	88077790 (Aug 14, 2018)		Bionpharma Inc.	Pending