

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM837290

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900797427

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NeilMed Pharmaceuticals, Inc.		05/31/2012	Corporation: CALIFORNIA
UniMed Products, LLC		05/31/2012	Limited Liability Company: CALIFORNIA
NeilMed Pharmaceuticals iNC		05/31/2012	Corporation: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	39200 Six Mile Road
<b>Internal Address:</b>	Livonia Operation Center, Mail Code: 7512
<b>City:</b>	Livonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	a Texas banking association: TEXAS

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
<b>Registration Number:</b>	3459899	ANDAS
<b>Registration Number:</b>	3824646	BABY NÄSAKLEEN
<b>Registration Number:</b>	4093408	DR HANA'S NASOPURE
<b>Registration Number:</b>	4844306	DR. HANA'S
<b>Registration Number:</b>	5506824	DR. HANA'S NASOPURE
<b>Registration Number:</b>	5803069	EUSTACHI
<b>Registration Number:</b>	4358099	INTRANASE
<b>Registration Number:</b>	3613392	KYROSOL
<b>Registration Number:</b>	4947333	LITTLE SQUIRT
<b>Registration Number:</b>	4794232	NASOPURE
<b>Serial Number:</b>	97859669	NEILMED
<b>Registration Number:</b>	4357754	SQUEEZIE
<b>Registration Number:</b>	6983570	SQUIP
<b>Registration Number:</b>	3400255	

**CORRESPONDENCE DATA****Fax Number:** 7349302494*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:** 7349302488**Email:** trademarks@bodmanlaw.com**Correspondent Name:** Susan M. Kornfield**Address Line 1:** 201 South Division, Suite 400**Address Line 4:** Ann Arbor, MICHIGAN 48104**NAME OF SUBMITTER:** Susan M. Kornfield**SIGNATURE:** /susan m. kornfield/**DATE SIGNED:** 09/06/2023**Total Attachments: 26**

source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page1.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page2.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page3.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page4.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page5.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page6.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page7.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page8.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page9.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page10.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page11.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page12.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page13.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page14.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page15.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page16.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page17.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page18.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page19.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page20.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page21.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page22.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page23.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page24.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page25.tif  
source=NeilMed Pharmaceuticals - Updated Intellectual Property Security Agreement 8.11.23 #page26.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of May 31, 2012 by and among **NEILMED PHARMACEUTICALS, INC.**, a California corporation, **UNIMED PRODUCTS, LLC**, a California limited liability company, and **NEILMED PHARMACEUTICALS INC.**, a corporation organized under the laws of Canada (each individually a "Grantor" and collectively, "Grantors"), and **COMERICA BANK** ("Secured Party").

### RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Financial Accommodations") in the amounts and manner set forth in that certain Loan and Security Agreement (Accounts and Inventory), dated as of even date herewith between Secured Party and Grantors (the "Loan Agreement"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Financial Accommodations to Grantors, but only upon the condition, among others, that each Grantor shall grant to Secured Party a security interest in all of such Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantors' present or future indebtedness, obligations and liabilities to Secured Party, each Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to such Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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 to Schedules 1, 2 and 3 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 and industrial design rights which may be available to such Grantor now or hereafter existing, created, acquired or held (collectively, the "Designs");

(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 to Schedules 1, 2 and 3 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 to Schedules 1, 2 and 3 attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringement 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, Trademarks or Designs, 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, Patents or Designs; 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. Authorization and Request. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and the Canadian Intellectual Property Office record this Agreement.

3. Covenants and Warranties. Each Grantor represents, warrants, covenants and agrees as follows:

(a) Such Grantor is now the sole owner of its respective Collateral, except for (i) non exclusive licenses granted by such Grantor to its customers in the ordinary course of business and (ii) as set forth in Section 3(b) below;

(b) Ketan C. Mehta has granted non-written license(s) in the patents described on Schedule 4 attached hereto to UniMed Products, LLC and UniMed Products, LLC has granted non-written sublicense(s) in such patents to NeilMed Pharmaceuticals, Inc., a California corporation.

(c) Such Grantor’s rights as a licensee of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(d) Performance of this Agreement does not conflict with or result in a breach of any agreement to which such Grantor is party or by which such Grantor is bound;

(e) During the term of this Agreement, such Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non exclusive licenses granted by such Grantor in the ordinary course of business or as set forth in this Agreement;

(f) To the knowledge of Ketan C. Mehta and each officer of each Grantor, each of the Patents (if any) which it owns is valid and enforceable, and no part of the Collateral which it owns has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral which it owns violates the rights of any third party;

(g) Grantors shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantors, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantors have made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantors shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of any of the Grantors in or to any Trademark, Patent or Copyright not specified in this Agreement;

(h) Such Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights and Designs, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights and Designs and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any Trademarks, Patents, Copyrights or Designs to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(i) Such Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office, the United States Copyright Office or the Canadian Intellectual Property Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; (ii) all registerable intellectual property rights such Grantor has developed as of the date of this Agreement but heretofore failed to register, within thirty (30) days of the date of this Agreement; and (iii) those additional intellectual property rights developed or acquired by such Grantor from time to time in connection with any product, prior to the sale or licensing of such product to any third party and prior to such Grantor's use of such product (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C to Schedules 1, 2 and 3 attached hereto). Such Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral such Grantor shall give Secured Party notice of all such applications or registrations;

(j) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time such Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States and Canada securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (j) below;

(k) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark Office or the Canadian Intellectual Property Office with respect to the Patents and Trademarks, the Register of Copyrights or the Canadian Intellectual Property Office with respect to the Copyrights and the Canadian Intellectual Property Office with respect to Designs necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States or Canadian governmental authority or United States or Canadian regulatory body is required either (i) for the grant by such Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by such Grantor in the United States or Canada or (ii) for the perfection in the United States or Canada or the exercise by Secured Party of its rights and remedies hereunder;

(l) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of such Grantor with respect to the Collateral is accurate and complete in all material respects;

(m) Such Grantor shall not enter into any agreement that would materially impair or conflict with such Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Such Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in such Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(n) Upon any executive officer of such Grantor obtaining actual knowledge thereof, such Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of such Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantors' sole expense, any actions that Grantors, or any of them, are required under this Agreement to take but which such Grantor(s) fail(s) to take, after fifteen (15) days' notice to any Grantor. Grantors shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Each Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to any Grantor, any of such Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to any Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, each Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States or Canada, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, the Register of Copyrights and the Canadian Intellectual Property Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents, Trademarks and Designs and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Each Grantor hereby irrevocably appoints Secured Party as such Grantor's attorney in fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining such Grantor's approval of or signature to such modification by amending Exhibits A, B and C of Schedules 1, 2 and 3 thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Designs acquired by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks or Designs in which such Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing, financing change or continuation statements and amendments thereto, relative to any of the Collateral without the signature of such Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code or the Personal Property Security Act (Ontario).

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Loan Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Any Grantor breaches any warranty or agreement made by such Grantor in this Agreement and, as to any breach that is capable of cure, such Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code or the Personal Property Security Act (Ontario), including without limitation the right to require Grantors, or any of them, to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks and Designs to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantors will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the

Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantors agree to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantors, or any of them, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

15. REFERENCE PROVISION.

15.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

15.2 With the exception of the items specified in clause 15.3, below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Loan Documents"), will be resolved by a reference proceeding



in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure (“CCP”), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the Superior Court in the County where the real property involved in the action, if any, is located or in a County where venue is otherwise appropriate under applicable law (the “Court”).

15.3 The matters that shall not be subject to a reference are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Agreement does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this Agreement.

15.4 The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted.

15.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

15.6 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party’s failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to “priority” in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

15.7 Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party

so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

15.8 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

15.9 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

15.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTORS:

Address of Grantors:

601 Aviation Blvd.  
Santa Rosa, California 95403  
Attn: \_\_\_\_\_

NEILMED PHARMACEUTICALS, INC., a  
California corporation

By: K. Mehta  
Printed Name: Ketan C. Mehta  
Its: Chief Executive Officer

UNIMED PRODUCTS, LLC, a California limited  
liability company

By: K. Mehta  
Printed Name: Ketan C. Mehta  
Its: Chief Executive Manager

NEILMED PHARMACEUTICALS INC., a  
corporation organized under the laws of Canada

By: K. Mehta  
Printed Name: Ketan C. Mehta  
Its: Chief Executive Officer

Comerica Bank  
Livonia Operation Center  
39200 W. Six Mile Road  
Livonia, Michigan 48152  
Mail Code: 7512  
Attn: Credit Manager  
Fax number: (734) 632-5017

SECURED PARTY:

COMERICA BANK  
By: M. A. Silva  
Printed Name: Michael A. Silva  
Its: Senior Vice President

With a copy to:

Comerica Bank  
Two Embarcadero Center  
Suite 300  
San Francisco, California 94111  
Attn: \_\_\_\_\_  
Fax number: (415) 477-3270

[Signature Page to Intellectual Property Security Agreement (Borrowers)]

**SCHEDULE 1**

NEILMED USA

[See Attached]

**EXHIBIT A TO SCHEDULE 1**

**NeilMed USA Copyrights**

Title	Reg. No.	Reg. Date
NeilMed's sinus rinse : A complete saline nasal rinse kit	VA1325056	10/11/05
NeilMed's sinus rinse : A complete saline nasal rinse kit	VA1325057	10/11/05
NeilMed's sinus rinse : 100 premixed packets for soothing saline nasal rinse	VA1325058	10/11/05
NeilMed's sinus rinse : A complete saline nasal rinse kit	VA1325059	10/11/05
NeilMed's sinus rinse bottle kit for soothing saline nasal rinse	VA1325060	10/11/05
Sinus rinse pediatric packets kit (January 2004)	VA1340669	10/20/05
Sinus rinse pediatric kit (January 2003)	VA1340670	10/20/05
Sinus rinse pediatric bottle kit (January 2004)	VA1340671	10/20/05
Sinus rinse hypertonic packets kit (January 2004)	VA1340672	10/20/05
Sinus rinse instruction reference card, January 2003	VA1356568	10/20/05

**EXHIBIT B TO SCHEDULE 1**

**NeilMed USA Patents**


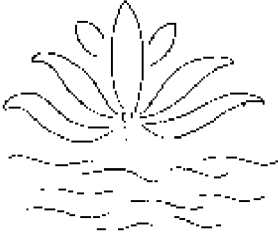
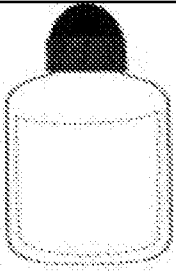
Title	App. No.	Filing Date	Patent No.	Granted Date
Bottle cap for squeeze bottle	29/467274	9/17/13	D730186	5/26/15
Nasal aspirator	14/643822	3/10/15	9,993,584	6/12/18
Nasal aspirator	16/006459	6/12/18	n/a	n/a

**EXHIBIT C TO SCHEDULE 1**


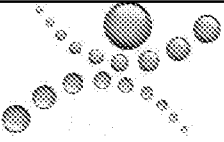
**NeilMed USA Trademarks**

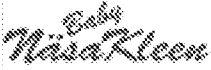

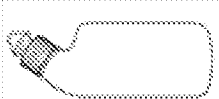
**U.S. TRADEMARKS**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
SALINE ON THE GO	85/290802	4/8/11	4,052,795	11/8/11
CLEARCANAL	85/290808	4/8/11	4,140,207	5/8/12
SINUGATOR	85/290805	4/8/11	4,140,206	5/8/12
Design Only	85/137051	9/23/10	4,065,650	12/6/11
SINUSURF	85/080347	7/8/10	3,942,295	4/5/11
READYRINSE	77/679191	2/26/09	3,804,238	6/15/10
NASADROPS	77/678431	2/25/09	3,815,342	7/6/10
NASADOCK	78/924045	7/6/06	3,378,678	2/5/08
NASAMIST	78/791734	1/13/06	3,287,065	8/28/07
NASOGEL	78/791742	1/13/06	3,336,749	11/13/07
NASAFLO	78/769892	12/8/05	3,331,769	11/6/07
SINUFLO	78/769890	12/8/05	3,674,550	8/25/09
NEILMED	78/765470	12/2/05	3,331,754	11/6/07
SINURINSE	78/659630	6/28/05	3,410,449	4/8/08
NEILMED'S SINUS RINSE A COMPLETE SALINE NASAL RINSE KIT (and Design)	78/449153	7/12/04	3,259,964	7/10/07
NEILMED	78/242962	4/28/03	2,865,035	7/20/04
NASOFRIN	85/584723	3/30/12	n/a	n/a
SINUFRIN	85/584707	3/30/12	4,404,131	9/17/13
PEDIAMIST	86/160193	1/8/14	4,899,014	2/9/16

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
NASABULB	86/160202	1/8/14	4,705,016	3/17/15
EAR SPIN SAFE	86/398682	9/18/14	4,860,790	11/24/15
NASPIRA	86/422536	10/13/14	4,833,467	10/13/15
SINU INHALER	86/253699	4/16/14	4,846,940	11/3/15
HIMALAYAN CHANDRA	86/398702	9/18/14	5,027,669	8/23/16
NEILCLEANSE	86/004276	7/8/13	4,512,755	4/8/14
	76/366486	2/4/02	2,868,327	8/3/04
	76/366339	2/4/02	2,799,715	12/30/03
NETI STIK	78/963868	8/30/06	3,413,478	4/15/08
NETI WASH	77/513850	7/2/08	3,901,037	1/4/11
NETI WASH PLUS	76/387325	3/26/02	2,674,874	1/14/03
	77/303041	10/12/07	3,559,683	1/13/09
SUAVEAR	87/210658	10/20/16	5,259,562	8/8/17



Mark	App. No.	Filing Date	Reg. No.	Reg. Date
NETI SALT	87/218398	10/27/16	5,526,466	7/24/18
NEILMED SINUS RINSE	87/703337	11/30/17	n/a	n/a
	87/703245	11/30/17	n/a	n/a
NETI FLO	87/511437	6/29/17	n/a	n/a
NETI FLO	87/511430	6/29/17	n/a	n/a
SINUSURF	87/556491	8/4/17	n/a	n/a
HYDRO PULSE	87/592010	8/31/17	5,386,771	1/23/18
HYDROMED	87/592008	8/31/17	n/a	n/a
HYDROMED	87/592004	8/31/17	n/a	n/a
	85/216074	1/12/11	4,411,425	10/1/13
HYDRO PULSE NASAL / SINUS IRRIGATION SYSTEM	78/082270	9/1/01	2,649,516	11/12/02
CLEAR-EASE	78/036704	11/27/00	2,599,563	7/23/02
GROSSAN BREATHE-EASE	78/036659	11/27/00	2,557,396	4/2/02
GET THAT CLEAN NOSE FEELING	88/193486	11/14/18	n/a	n/a
NEILMED	90/059137	7/17/20	n/a	n/a
NASAKLEEN	88/642734	10/4/19	6,203,491	11/24/20
<u>ANDAS</u>	77/397031	2/14/08	3,459,899	7/1/08

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
<u>BABY NASAKLEEN</u> (Stylized) 	77/893028	12/14/09	3,824,646	7/27/10
<u>DR HANA'S</u> <u>NASOPURE and Design</u> 	85/318001	5/11/11	4,093,408	1/31/12
<u>DR. HANA'S</u>	86/492368	12/30/14	4,844,306	11/3/15
<u>DR. HANA'S</u> <u>NASOPURE</u>	87/671319	11/3/17	5,506,824	7/3/18
<u>EUSTACHI</u>	87/664503	10/30/17	5,803,069	7/16/19
<u>INTRANASE</u>	85/791604	11/30/12	4,358,099	6/25/13
<u>KYROSOL</u>	77/368227	1/10/08	3,613,392	4/28/09
<u>LITTLE SQUIRT</u>	86/492347	12/30/14	4,947,333	4/26/16
<u>NASOPURE</u>	86/492341	12/30/14	4,794,232	8/18/15
<u>NEILMED</u>	97/859669	3/27/23		
<u>SQUEEZIE</u>	85/762141	10/24/12	4,357,754	6/25/13
<u>SQUIP</u>	97/090870	10/25/21	6,983,570	2/21/23
<u>Design Only</u> 	77/086236	1/19/07	3,400,255	3/18/08

**CANADIAN TRADEMARKS**

Mark	Application/ Registration No.
SINURINSE	TMA779136
SINUSURF	1521870

**SCHEDULE 2**

UNIMED

[See Attached]

**EXHIBIT A TO SCHEDULE 2**

**UniMed Copyrights**

None.

**EXHIBIT B TO SCHEDULE 2**

**UniMed Patents**

None.

**EXHIBIT C TO SCHEDULE 2**

**UniMed Trademarks**

None.

**SCHEDULE 3**

NEILMED CANADA

[See Attached]



**EXHIBIT A TO SCHEDULE 3**

**NeilMed Canada Copyrights**

None.

**EXHIBIT B TO SCHEDULE 3**

**NeilMed Canada Patents**

None.

**EXHIBIT C TO SCHEDULE 3**

**NeilMed Canada Trademarks**

None.

**SCHEDULE 4**

**Patents licensed by Ketan C. Mehta to UniMed Products, LLC and  
sublicensed to NeilMed Pharmaceuticals, Inc., a California corporation**

Patent Title	App. No.	Filing Date	Reg. No.	Date Granted
Apparatus and method for tissue rinse	10/367586	2/14/03	6,688,497	2/10/04
System and method for passage rinse	10/352723	1/27/03	6,669,059	12/30/03
Apparatus and method for nasal rinse	09/845759	4/30/01	6,520,384	2/18/03
Nasal rinse tip	12/567518	9/25/09	n/a	n/a
Lavage device	11/753556	5/24/07	n/a	n/a
Ampoule with a Translucent Structure*	29/399,729	8/17/11	n/a	n/a
Portable Ampoule with a Specialized Tip and Sealer*	13/183,387	07/14/11	n/a	n/a

---

\* From Borrower's list