

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

MacroMed, Inc., a Utah corporation

Execution Date(s) April 15, 2004

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: JG Consulting AG

Internal Address: Rinderknecht, Klein &

Sadelhofer

Street Address: Beethovenstrasse 7

PO Box 2755, CH-8002

City: Zurich

State: _____

Country: Switzerland

Zip: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,702,717

6,004,573

6,117,949

6,201,072

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Shahpar Shahpar, Reg. No. 45,875

Internal Address: Snell & Wilmer LLP

Street Address: One Arizona Center

400 East Van Buren

City: Phoenix

State: Arizona

Zip: 85004-2202

Phone Number: (602) 382-6306

Fax Number: (602) 382-6070

Email Address: sshahpar@swlaw.com

6. Total number of applications and patents involved:

4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 19-2814

Authorized User Name Snell & Wilmer LLP

9. Signature:

S. Shahpar

Signature

12-29-04

Date

Shahpar Shapar, Reg. No. 45,875

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

700141785

PATENT
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Execution Copy

AMENDMENT NO. 1
TO
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMENT NO. 1 (this "*Amendment*") to the Amended and Restated Intellectual Property Security Agreement, dated as of April 15, 2004, by and among MacroMed, Inc., a Utah corporation (the "*Company*"), JG Consulting AG, Jacques Gonella, Ph.D. ("*Gonella*"), Sun Wan Kim, Ph.D. ("*Kim*"), Samyang Corporation ("*Samyang*") and Samyang Genex Corporation ("*Genex*") (collectively, the "*Parties*"), as amended (the "*Security Agreement*"), is effective as of September 30, 2004 (the "*Effective Date*"). For purposes of this Amendment, capitalized terms shall have the same meaning as those terms defined in the Security Agreement, unless otherwise provided.

RECITALS

WHEREAS, the Security Agreement grants a security interest in all in "all of Debtor's letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world" and prohibits the encumbrance of any patents except in the ordinary course or in connection with the Security Agreement;

WHEREAS, in consideration of additional lending by the Secured Parties to the Company and the grant by the Company of a security interest in additional collateral pursuant to separate security agreements in connection therewith, the Parties wish to clarify with this Amendment that the grant of the security interest pursuant to the Security Agreement was intended to be limited to certain patents relating to ReGel technologies.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties hereto acknowledge that the Security Agreement is amended by this Amendment, and the Parties hereby agree as follows:

1. Amendment of Definition of Patent Collateral. The definition of "Patent Collateral" as set forth in Section 2 of the Security Agreement is hereby amended and restated in its entirety to read as follows:

"*Patent Collateral*" means:

- (a) all of Debtor's letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, relating to the technologies underlying the patents listed on Exhibit A attached hereto (the "*ReGel Technologies*").
- (b) all patent licenses of Debtor (whether as licensee or licensor) relating to the ReGel Technologies;
- (c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) of this definition; and
- (d) all proceeds of, and rights associated with, the foregoing, including all accounts and payment intangibles arising from the patents, license royalties and proceeds of infringement suits, the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world, in each case relating to the ReGel Technologies.

Notwithstanding the foregoing, the term "Patent Collateral" shall not include any property, rights or licenses to the extent the granting of a security interest therein would be contrary to applicable law.

2. Amendment of Exhibit A. Exhibit A of the Security Agreement is hereby amended and restated in its entirety to read as follows:

Patent Description	Country	Patent No.	Patent Date	Status
Thermosensitive Biodegradable Polymers Based on Poly(Ether-Ester) Block Copolymers	USA	5,702,717	12-30-97	Patented
Biodegradable Low Molecular Weight Triblock Poly (Lactide-Co-Glycolide) Polyethylene Glycol Copolymers Having Reverse Thermal Gelation Properties	USA	6,004,573	12-21-99	Patented
Biodegradable Low Molecular Weight Triblock Poly (Lactide-Co-Glycolide) Polyethylene Glycol Copolymers Having Reverse Thermal Gelation Properties	USA	6,117,949	09-12-00	Patented
Biodegradable Low Molecular Weight Triblock Poly (Lactide-Co-Glycolide) Polyethylene Glycol Copolymers Having Reverse Thermal Gelation Properties	USA	6,201,072	03-13-01	Patented

3. Full Force and Effect. Except as amended hereby, the Security Agreement shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in two or more counterparts (including by facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Execution Copy

N WITNESS WHEREOF, the parties hereto have executed this Amendment as of the
e Date.

MACROMED, INC.
a Utah corporation

By: Joseph R. Robinson
Name: Joseph R. Robinson
Title: Acting CEO

"Borrower"

J. Gonella
JACQUES GONELLA, Ph.D.

SUN WAN KIM, Ph.D.

SAMYANG CORPORATION
a South Korean corporation

By: _____
Name: _____
Title: _____

SAMYANG GENEX CORPORATION
a South Korean corporation

By: _____
Name: _____
Title: _____

"Lenders"

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Execution Copy

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

MACROMED, INC.
a Utah corporation

By: Joseph R. Robinson
Name: Joseph R. Robinson, Ph.D.
Title: Acting CEO

"Borrower"

JACQUES GONELLA, Ph.D.

SUN WAN KIM, Ph.D.

SAMYANG CORPORATION
a South Korean corporation

By: _____
Name: _____
Title: _____

SAMYANG GENEX CORPORATION
a South Korean corporation

By: _____
Name: _____
Title: _____

"Lenders"

NO.046 P.B

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Execution Copy

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the

Effective Date.

MACROMED, INC.
a Utah corporation

By:

Name:

Title:

Joseph R. Robinson
Joseph R. Robinson, Ph.D.
Acting CEO

"Borrower"

JACQUES GONELLA, Ph.D.SUN WAN KIM, Ph.D.SAMYANG CORPORATION
a South Korean corporation

By:

Name: Sung Ewan MoonTitle: Executive Vice PresidentSAMYANG GENEX CORPORATION
a South Korean corporation

By: _____

Name: _____

Title: _____

"Lenders"

Execution Copy

HEREOF, the parties hereto have executed this Amendment as of the

MACROMED, INC.
a Utah corporation

By: Joseph R. Robinson
Name: Joseph R. Robinson
Title: Acting CEO

"Borrower"

JACQUES GONELLA, Ph.D.

SUN WAN KIM, Ph.D.

SAMYANG CORPORATION
a South Korean corporation

By: _____
Name: _____
Title: _____

SAMYANG GENEX CORPORATION
a South Korean corporation

By: Ryang Kim
Name: Ryang Kim
Title: President and CEO

"Lenders"

3

Execution Copy

JG CONSULTING AG
a Swiss corporation

By: 

Name: T. BERGMANN

Title: C.C.O.

"Collateral Agent"

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