

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Subordinate Security Interest in Patent Rights
CONVEYING PARTY DATA	
Name	Execution Date
Zicam Swab Products, LLC	06/27/2012
RECEIVING PARTY DATA	
Name:	H.I.G. Wonder Holdings, LLC
Street Address:	1450 Brickell Ave.
Internal Address:	31st Floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6516947
CORRESPONDENCE DATA	
Fax Number:	(312)862-2200
Phone:	312-862-2000
Email:	dgasiorowski@kirkland.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Kirkland & Ellis LLP
Address Line 1:	300 North LaSalle Street
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.
Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	36052-173 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Total Attachments: 5 source=6-27-12 Matrixx - Grant of Security Interest in Patent Rights (Zicam Swab Products LLC)792#page1.tif source=6-27-12 Matrixx - Grant of Security Interest in Patent Rights (Zicam Swab Products LLC)792#page2.tif source=6-27-12 Matrixx - Grant of Security Interest in Patent Rights (Zicam Swab Products LLC)792#page3.tif source=6-27-12 Matrixx - Grant of Security Interest in Patent Rights (Zicam Swab Products LLC)792#page4.tif source=6-27-12 Matrixx - Grant of Security Interest in Patent Rights (Zicam Swab Products LLC)792#page5.tif	

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**GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "*Agreement*"), effective as of June 27, 2012 is made by **ZICAM SWAB PRODUCTS, LLC**, a Delaware limited liability company, located at 8515 E. Anderson Drive, Scottsdale, AZ 85255 (the "*Grantor*"), in favor of **H.I.G. WONDER HOLDINGS, LLC**, a Delaware limited liability company ("*HIG*"), located at 1450 Brickell Ave., 31<sup>st</sup> Floor, Miami, FL 33131.

**W I T N E S S E T H:**

WHEREAS, pursuant to the 13% Secured Subordinated Promissory Note, dated as of June 27, 2012 (as may be amended or otherwise modified from time to time, the "*Note*"), between **MATRIX INITIATIVES, INC.**, a Delaware corporation ("*Borrower*"), and its Subsidiaries, including Grantor, signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.14 of the Note (collectively and together with the Borrower, the "*Note Parties*"), and HIG, HIG has agreed to make a loan to Borrower on the terms and conditions set forth in the Note; and

WHEREAS, to secure the payment, observance and performance of the Secured Obligations, each of the Note Parties has pledged and granted to HIG a security interest in the Collateral in which such Note Party now has or at any time in the future may acquire any right, title or interest including the patents and patent applications set forth on Schedule A hereto; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce HIG to make certain financial accommodations to the Borrower pursuant to the Note, the Grantor agrees with HIG as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Note and used herein shall have the meanings given to them in the Note.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under all of its U.S. and foreign patents and patent applications including, without limitation, the U.S. patents and patent applications listed on Schedule A hereto (collectively, the "*Patent Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to HIG in connection with the Note, and is expressly subject to the terms and conditions thereof. The Note (and all rights and remedies of HIG thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of HIG with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Note, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Note, the terms of the Note shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Termination. This Agreement shall terminate and the security interest in the Patent Collateral granted to HIG herein shall be deemed released upon the complete payment and performance of the Secured Obligations (whether at the stated Maturity Date, by acceleration or otherwise) Upon the termination of this Agreement, HIG shall execute all documents, make all filings and take all other actions reasonably requested by the Grantor, at the Grantor's cost and expense, to evidence and record the release of the security interest in the Patent Collateral granted herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ZICAM SWAB PRODUCTS, LLC,  
a Delaware limited liability company,  
as Grantor

By: \_\_\_\_\_

Name: Samir Kamdar

Title: Manager

[Signature Page to Patent Security Agreement - Zicam Swab Products, LLC]

**PATENT**  
**REEL: 028468 FRAME: 0319**

H.I.G. WONDER HOLDINGS, LLC,  
a Delaware limited liability company

By: 

Name: Richard H. Siegel

Title: Vice President and General Counsel

[Signature Page to Patent Security Agreement - Zicam Swab Products, LLC]

**PATENT**  
**REEL: 028468 FRAME: 0320**

**SCHEDULE A**

**U.S. Patents and Applications**

<b>Title</b>	<b>Patent No. Issue Date</b>	<b>Appln. No. Filing Date</b>
Container having a fracture recess for opening the containers	6516947 02/11/2003	09/637439 08/11/2000