

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, 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: 12	
Property Type	Number
Patent Number:	7989003
Patent Number:	8133502
Patent Number:	6080783
Patent Number:	6365624
Patent Number:	6673835
Patent Number:	7115275
Patent Number:	7348360
Patent Number:	7597901
Patent Number:	7714011
Patent Number:	7754763
Application Number:	12835646
Application Number:	10556738
CORRESPONDENCE DATA	

CH \$480.00 7989003

Fax Number: (312)862-2200
Phone: 312-862-2000
Email: dgasiorowski@kirkland.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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
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NAME OF SUBMITTER:	Donna Gasiorowski
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Total Attachments: 5

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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, LLC**, an Arizona 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., 31st Floor, Miami, FL 33131.

WITNESSETH:

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 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, those 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, LLC,
an Arizona limited liability company,
as Grantor

By: 

Name: Samir Kamdar

Title: Manager

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

PATENT
REEL: 028468 FRAME: 0464

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, LLC]

PATENT
REEL: 028468 FRAME: 0465

SCHEDULE A

U.S. Patent Registrations and Applications

Title	Patent No. Issue Date	Appln. No. Filing Date
Method and composition for delivering zinc to the nasal membrane	7989003 8/2/2011	12/904749 10/14/2010
System for delivering a composition to the nasal membrane and method of using same	8133502 3/13/2012	12/560130 09/15/2009
Method and composition for delivering zinc to the nasal membrane	6080783 06/27/2000	09/145042 09/01/1998
Method and composition for delivering zinc to the nasal membrane	6365624 04/02/2002	09/603864 06/26/2000
Method and composition for delivering zinc to the nasal membrane	6673835 01/06/2004	09/388816 09/01/1999
System for delivering a composition to the nasal membrane and method of using same	7115275 10/03/2006	10/664839 09/16/2003
Method and composition for delivering zinc to the nasal membrane	7348360 03/25/2008	11/028991 01/03/2005
System for delivering a composition to the nasal membrane and method of using same	7597901 10/06/2009	11/464627 08/15/2006
Compositions to reduce congestion and methods for application thereof to the nasal members	7714011 05/11/2010	10/663010 09/15/2003
Oral composition to reduce cold symptoms and duration of same	7754763 07/13/2010	10/837078 04/30/2004

Title	Pub. No. Pub. Date	Appln. No. Filing Date
Oral composition to reduce cold symptoms and duration of same	2010-0280106 11/04/2010	12/835646 07/13/2010
Cold remedy composition comprising zinc salts	2007-0092583 04/26/2007	10/556738 11/14/2005