

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Matrixx Initiatives, Inc.	08/09/2013
RECEIVING PARTY DATA	
Name:	Prospect Capital Corporation
Street Address:	10 East 40th Street, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7439269
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	dcassinelli@proskauer.com
Correspondent Name:	Diane Cassinelli
Address Line 1:	c/o Proskauer Rose LLP
Address Line 2:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	59297/027
NAME OF SUBMITTER:	Diane Cassinelli
Signature:	/Diane Cassinelli/
Date:	08/09/2013
Total Attachments: 8 source=Patent Security Agreement (Matrixx)#page1.tif	

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is entered into as of August 9, 2013 by MATRIXX INITIATIVES, INC., a Delaware corporation (“**Grantor**”), in favor of PROSPECT CAPITAL CORPORATION, in its capacity as agent (“**Agent**”) for the benefit of the Purchasers (as hereinafter defined).

RECITALS:

A. Pursuant to that certain Senior Secured Loan Agreement dated as of August 9, 2013 among Grantor, the other Loan Parties (as defined therein) from time to time party thereto, Agent and the purchasers party thereto from time to time (collectively, the “**Purchasers**”) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), Purchasers have purchased Notes (as defined in the Loan Agreement) from, and advanced certain loans to, Grantor and Grantor has incurred certain obligations to Purchasers and Agent.

B. Grantor has executed and delivered to Agent, for the benefit of the Purchasers, a Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its intellectual property, to the Agent, for the benefit of the Purchasers, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

I **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Loan Agreement.

II **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby pledges and grants to Agent, for the ratable benefit of Purchasers, a continuing first priority security interest (subject to Permitted Liens) in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”):

A all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, including, without limitation, each registration and application for registration identified on Schedule 1 attached hereto and

made a part hereof (as such schedule may be amended or supplemented from time to time) (collectively, "**Patents**");

B all extensions, renewals, reissues, divisions, continuations and continuations-in-part of any Patents;

C all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a) and (b); and

D all Proceeds (as such term is defined in the Code) of the foregoing.

III **SECURITY FOR OBLIGATIONS.** This Patent Security Agreement and the Lien and security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Agent, the Purchasers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

IV **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the Lien and security interests granted to Agent, on behalf of itself and for the ratable benefit of Purchasers, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Lien and security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

V **AUTHORIZATION TO SUPPLEMENT.** If the Grantor obtains rights to any new Patents or other Patent Collateral, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Agent with respect to any such new Patent, any renewal or extension of a Patent registration upon delivery of the next Compliance Certificate relating to such period in which such new Patent rights were obtained. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule 1 to include any such new Patent; provided, that Agent will provide Grantor with prior written notice of such modification. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Patent Collateral, whether or not listed on the schedules hereto.

VI **TERMINATION.** Upon the indefeasible payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been made) and termination of the Purchase Documents in accordance with the terms thereof, and at the request of the Grantor, Agent (for itself and on behalf of the Lenders) shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents and other Patent Collateral under this Patent Security Agreement.

VII **NOTICES.** All notices and other communications provided for herein shall be (i) in writing, (ii) delivered and deemed received in accordance with the procedures set forth in Section 10.6 of the Loan Agreement and (iii) addressed to the parties at the address, facsimile number or email address provided therein. Any party hereto may change its address, facsimile number or email address for notices and other communications hereunder by notice to all of the other parties hereto in accordance with the foregoing.

VIII **PURCHASE DOCUMENT.** This Patent Security Agreement is a Purchase Document.


IX **COUNTERPARTS.** Any number of counterparts of this Patent Security Agreement, including facsimiles or electronic transmissions, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

X **GOVERNING LAW.** THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS PATENT SECURITY AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MATRIX INITIATIVES, INC., a Delaware corporation

By: 
Name: Samir Kamdar
Title: Chief Financial Officer

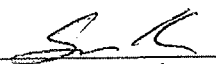
WONDER HOLDINGS ACQUISITION CORP., a Delaware corporation

By: _____
Name: Brian McMullen
Title: Treasurer

ZICAM, LLC, an Arizona limited liability company

By: 
Name: Samir Kamdar
Title: Chief Financial Officer

ZICAM CANADA INC., a Delaware corporation

By: 
Name: Samir Kamdar
Title: Chief Financial Officer

ZICAM SWAB PRODUCTS, LLC, a Delaware limited liability company

By: 
Name: Samir Kamdar
Title: Chief Financial Officer


[Signature Page to Patent Security Agreement]

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MATRIX INITIATIVES, INC., a Delaware corporation

By: _____
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Title: Chief Financial Officer

WONDER HOLDINGS ACQUISITION CORP., a Delaware corporation

By: 
Name: Brian McMullen
Title: Treasurer

ZICAM, LLC, an Arizona limited liability company

By: _____
Name: Samir Kamdar
Title: Chief Financial Officer

ZICAM CANADA INC., a Delaware corporation

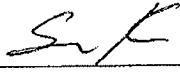
By: _____
Name: Samir Kamdar
Title: Chief Financial Officer

ZICAM SWAB PRODUCTS, LLC, a Delaware limited liability company

By: _____
Name: Samir Kamdar
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

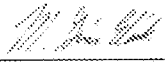
ZICARE, LLC, a Delaware limited liability
company

By: 
Name: Samir Kamdar
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,
as Agent

By: 
Name: M. Grier Eliasek
Title: President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 030997 FRAME: 0830

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

PATENT	PATENT NO. (APP. NO.)	FILED ON
Composition and method for moisturizing nasal tissue	7439269 (11/109.128)	4/18/2005