

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3362697

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CERATECH, INC.	07/10/2014
RECEIVING PARTY DATA		
Name:	PURAC BIOCHEM B.V.	
Street Address:	ARKELSEDIJK 46	
City:	GORINCHEM	
State/Country:	NETHERLANDS	
Postal Code:	4206 AC	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	7491267	
Patent Number:	8016937	
Patent Number:	8186106	
Patent Number:	8349072	
Patent Number:	8747548	
CORRESPONDENCE DATA		
Fax Number:	(913)647-9057	
<i>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.</i>		
Phone:	913-647-9050	
Email:	jkahrau@hoveywilliams.com	
Correspondent Name:	HOVEY WILLIAMS LLP	
Address Line 1:	10801 MASTIN BLVD., SUITE 1000	
Address Line 2:	84 CORPORATE WOODS	
Address Line 4:	OVERLAND PARK, KANSAS 66210	
NAME OF SUBMITTER:	TRACY BORNMAN	
SIGNATURE:	/Tracy Bornman/	
DATE SIGNED:	05/20/2015	
Total Attachments: 7		
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Exhibit A

Form of Secured Convertible Promissory Note

THIS CONVERTIBLE PROMISSORY NOTE AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE ACT. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SHARES ISSUABLE UPON CONVERSION OF THIS NOTE ARE SUBJECT TO THAT CERTAIN CONVERTIBLE NOTE PURCHASE AGREEMENT BY AND BETWEEN CERATECH, INC. AND THE PURCHASERS SET FORTH THEREIN, INCLUDING THE HOLDER HEREOF. A COPY OF SUCH AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY CERATECH, INC. TO THE HOLDER HEREOF UPON WRITTEN REQUEST.

SECURED CONVERTIBLE PROMISSORY NOTE

July 10, 2014
Alexandria, Virginia

FOR VALUE RECEIVED, CERATECH, INC., a Delaware corporation (the "*Company*"), hereby promises to pay to the order of Purac Biochem B.V. ("*Lender*"), whose principal offices are located at Arkeslsedijk 46, 4206 AC Gorinchem, Netherlands, in lawful money of the United States of America and in immediately available funds, the principal sum of (the "*Loan*") together with accrued and unpaid interest thereon on the Maturity Date.

This Promissory Note is one of a series of Notes referred to in, and is executed and delivered in connection with, that certain Note Purchase Agreement dated as of July 9, 2014 among the Company and the Purchasers set forth therein (as the same may from time to time be amended, modified or supplemented or restated, the "*Purchase Agreement*"). The Company agrees that, except as may be otherwise provided in Section 9 hereof, all such Notes and the holders thereof shall be treated on parity with each other for all rights and obligations contained herein, including without limitation any prepayment, which shall be made pro rata among all Note holders based on the amount of loan principal then outstanding under the Notes. Additional rights and obligations of Lender are set forth in the Purchase Agreement. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement.

1. **Interest Rate.** The Company promises to pay simple interest on the outstanding principal amount hereof from the date hereof until payment in full (or conversion as provided in Section 4 below), which interest shall be payable at the rate of per annum

or the maximum rate permissible by law, whichever is less. Interest shall be calculated on the basis of a 365-day year for the actual number of days elapsed.

2. **Place of Payments.** All amounts payable hereunder shall be payable at the office of Lender as specified above, unless another place of payment shall be specified in writing by Lender.

3. **Application of Payments.** All payments of interest and principal shall be in lawful money of the United States of America. All payments shall be applied first to accrued interest, and thereafter to the outstanding principal balance hereof.

4. **Conversion.**

(a) In the event that Company issues and sells shares of the Company's capital stock (the "*Financing Securities*") to investors (the "*Investors*") in a financing with aggregate net proceeds to the Company of not less than (excluding the conversion of this Note or any notes convertible into such Financing Securities) (a "*Qualified Financing*"), then at the consummation of such Qualified Financing and prior to the payment or conversion in full of this Note, Lender may elect to convert the outstanding principal balance and unpaid accrued interest of this Note into shares of such Financing Securities at a conversion price equal to of the price per share paid by the Investors purchasing the Financing Securities on the same terms and conditions as given to the Investors in the Qualified Financing. The number of shares of Financing Securities to be issued upon such conversion shall be equal to the quotient obtained by dividing (i) the aggregate principal and accrued but unpaid interest then outstanding under this Note by (ii) (x) the per share purchase price paid by the Investors for the Financing Securities in the Qualified Financing multiplied by (y). The Company shall deliver written notice of a Qualified Financing to Lender no later than five (5) business days prior to the consummation of such Qualified Financing (a "*Financing Notice*").

(b) The exercise of such option by Lender in accordance with Section 4(a) with respect to a Qualified Financing shall be made by Lender's delivery of written notice to the Company after Lender's receipt of the Financing Notice in respect of such Qualified Financing but prior to the consummation of such Qualified Financing and prior to the repayment or conversion in full of this Note. To the extent that the number of authorized shares of the Company's Financing Securities may be insufficient to allow for the conversion contemplated by Section 4(a), the Company covenants that it shall use its best efforts to obtain any consents necessary to amend any of the Charter Documents so as to increase the authorized number of shares of Financing Securities to an amount sufficient to allow such conversion, if necessary. In connection with such conversion, Lender agrees to surrender this Note to the Company and execute and deliver to the Company any documents reasonably requested by the Company to be executed by the Investors, including without limitation a stock purchase agreement, thereby agreeing to be bound by all obligations and receive all rights thereunder. If the Company is unable to obtain Holder's signature on any such document within three (3) business days of delivery thereof to Lender, whether due to any cause, then by the acceptance of this Note Lender hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Lender's agent and attorney-in-fact, to act for and on its behalf and stead, to

execute and deliver any such document with the same force and effect as if executed and delivered by Lender.

(c) Notwithstanding the provisions of Sections 4(a) or 4(b) hereof, at the Maturity Date (as defined below), Lender may elect, in lieu of repayment under Section 6, to convert all principal and unpaid accrued interest under this Note into shares of the Company's Series D Convertible Redeemable Preferred Stock ("*Series D Preferred*"), at a conversion price equal to _____ per share. Lender shall make such election by delivering notice of such election to the Company no later than thirty (30) days prior to the Maturity Date. The number of shares of Series D Preferred to be issued upon such conversion in lieu of repayment shall be equal to the quotient obtained by dividing (i) the aggregate principal and accrued but unpaid interest then outstanding under this Note by (ii)

(d) If any fractional share of Financing Securities or Series D Preferred, as applicable, would, except for the provisions hereof, be deliverable upon conversion of this Note, the Company, in lieu of delivering such fractional share or any payment in respect of such fractional share, shall round the number of shares of Financing Securities or Series D Preferred deliverable upon conversion of this Note, as applicable, to the nearest whole share.

5. If at any time before the Maturity Date the Company consummates a Change of Control (as defined below) and at such time this Note has not converted in accordance with the terms of Section 4 above or been repaid in full, then Lender shall be entitled to receive a payment upon consummation of such Change of Control, equal to the sum of (a) the principal then outstanding on this Note, plus (b) all accrued and unpaid interest then outstanding on this Note. The receipt of such payment shall be deemed payment in full for any and all amounts due under this Note. In the event the proceeds from a Change of Control are insufficient to make full payment of all of such amounts payable with respect to all of the outstanding Notes, all outstanding Notes and the holders thereof shall be treated on parity with respect to repayment, which shall be made pro rata among all Note holders based on the amount then outstanding under the Notes; provided that any amounts payable under the Notes but not paid in full in connection with such Change of Control, shall remain outstanding under the Notes.

A "*Change of Control*" shall mean the Company (i) sells or otherwise disposes of all or substantially all of its assets or (ii) is acquired by way of a merger, consolidation, reorganization, sale of stock or other transaction or series of transactions pursuant to which the Stockholders (as defined in the Charter Documents) of the Company prior to such acquisition own less than a majority of the voting equity securities of the surviving or resulting entity following such acquisition.

6. **Maturity.** Unless this Note has been converted in accordance with the terms of Section 4 above or otherwise paid, the outstanding principal balance and unpaid accrued interest of this Note shall become fully due and payable on the first to occur of (i) _____, (ii) the consummation of a Change of Control, subject to Section 5, or (iii) an Event of Default (as defined below, and the first to occur shall be the "*Maturity Date*").

7. **Prepayment.** The Company may prepay any portion of the principal or accrued interest under this Note at any time prior to the Maturity Date; provided that the Company may not prepay any portion of this Note after the date on which the Company enters into a definitive agreement to effect a Change of Control, unless and until such definitive agreement is subsequently terminated. Any such prepayments shall be made pro rata among all Note holders based on the amount then outstanding under all Notes.

8. **[Intentionally Omitted.]**

9. **Secured Interest.** To secure its obligation under this Note, the Company hereby pledges and grants to Lender a security interest in all of the Company's right, title and interest in and to all of the following property of the Company, whether now owned or hereinafter acquired (collectively, the "Collateral"): (a) all general intangibles, including, without limitation (i) all registered copyrights, designs, formulas and other works of authorship, including computer programs, source code and executable code, whether embodied in software, firmware or otherwise, designs, documentations, records, data and maskworks; (ii) all inventions (whether or not patentable and whether or not reduced to practice), processes, patents and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof); (iii) all proprietary and confidential information, trade secrets and know how; (iv) all databases, data compilations and collections and technical data; (v) all logos, trade names, trade dress, trademarks and service marks; (vi) all domain names, web addresses and sites; and (vii) all instantiations of the foregoing in any form and embodied in any medium, (b) all accounts, (c) all chattel paper, (d) all deposit accounts, (e) all instruments, (f) all inventory, (g) all investment property, (h) all equipment, and (i) all proceeds of all of the foregoing. The Company represents, warrants, covenants and agrees that the security interest granted to Lender in the Collateral is not, and shall at no time hereafter be, subject to any other lien or security interest other than those security interests granted to the other Note holders pursuant to the other Notes. Notwithstanding anything to the contrary contained in the Purchase Agreement, this Note or any of the other Notes, the rights and remedies of all Note holders with respect to the Collateral shall be determined in accordance with applicable law; provided, however, that all perfected and non-avoidable security interests held by the Note holders pursuant to the Notes shall be of equal priority and such holders shall share ratably in the net proceeds of any disposition of the Collateral. The Company shall reasonably cooperate with the holders of the Notes in making any filings necessary to perfect such holders' security interest in the Collateral.

10. **Default.** Each of the following events shall be an "*Event of Default*" hereunder:

(a) The Company fails to pay timely any of the principal amount due under this Note or any accrued interest or other amounts due under this Note on the date the same becomes due and payable and fails to cure the same within thirty (30) days of the Company's receipt of written notice of such failure from Lender;

(b) The Company materially fails to observe or perform any covenant, obligation, condition or agreement made by the Company herein (other than those specified in Section 10(a)) and fails to cure the same within thirty (30) days of the Company's receipt of written notice of such failure from Lender;

(c) The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any action in furtherance of any of the foregoing; or

(d) An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within sixty (60) days) under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company.

Upon the occurrence of an Event of Default pursuant to (b) above, all unpaid principal, accrued but unpaid interest and other amounts owing hereunder shall, upon written notice and demand to the Company by the Purchaser Majority, be immediately due, payable and collectible by Lender pursuant to applicable law. Upon the occurrence of an Event of Default pursuant to (a), (c) or (d) above, all unpaid principal, accrued but unpaid interest and other amounts owing hereunder shall automatically and without further notice or demand, be immediately due, payable and collectible by Lender pursuant to applicable law. Such remedies are not exclusive, and Lender shall have the ability to pursue any other legally available remedies, including all remedies of a secured creditor pursuant to the Uniform Commercial Code and other applicable law.

11. Waiver. Except as otherwise set forth herein, the Company waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note, and shall pay all costs of collection when incurred, including, without limitation, reasonable attorneys' fees, costs and other expenses. The right to plead any and all statutes of limitations as a defense to any demands hereunder is hereby waived to the full extent permitted by law.

12. Governing Law. This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware without giving effect to conflicts of laws principles.

13. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the Company at 1500 N. Beauregard Street, Suite 320, Alexandria, Virginia 22311, and to Lender at the address of Lender listed above, or to any such party at such other address as such party may designate by ten (10) days advance written notice to the other party hereto.

14. Amendment. No amendment, modification or waiver of any provision of this Note shall be effective unless in writing and approved by the Company and the Purchaser Majority (determined as of the date of such amendment, modification or waiver), and any amendment, modification or waiver effected in accordance with this Section 14 shall be effective for all Notes issued pursuant to the Purchase Agreement and binding upon Lender and the

holders of all Notes issued pursuant to the Purchase Agreement; provided, however, that any amendment, modification or waiver that materially and adversely changes the rights or obligations of Lender under this Note in a manner differently than it changes the rights and obligations of other holders of Notes issued pursuant to the Purchase Agreement shall also require the prior written consent of Lender; provided, further, that any amendment, modification or waiver that would (i) modify this Section 14, (ii) extend the Maturity Date or reduce the principal amount of, or interest rate on, this Note, (iii) release all or any substantial part of the Collateral, or (iv) modify Section 4, shall also require the prior written consent of Lender.

15. Successors and Assigns. The provisions of this Note shall inure to the benefit of and be binding on any successor to the Company and shall extend to any holder hereof.

[SIGNATURE PAGE FOLLOWS]

COMPANY:

CERATECH, INC.

By: 

Printed Name: Jon Hyman

Title: Chief Executive Officer

va-425796

[Signature Page to Convertible Promissory Note]

RECORDED: 05/20/2015

PATENT
REEL: 035684 FRAME: 0304