

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
ACCERA, INC.			05/02/2016
RECEIVING PARTY DATA			
Name:	NESTLE HEALTH SCIENCE US HOLDINGS, INC., AS COLLATERAL AGENT		
Street Address:	900 LONG RIDGE ROAD, BUILDING 2		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06902		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	8124589		
Application Number:	14879744		
CORRESPONDENCE DATA			
Fax Number:	(213)891-8763		
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	030256-0050		
NAME OF SUBMITTER:	RHONDA DELEON		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/02/2016		
Total Attachments: 4			
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of May 2, 2016 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by Accera, Inc., a Delaware corporation (the "**Grantor**"), in favor of Nestlé Health Science US Holdings, Inc., a Delaware corporation, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the "**Agent**").

WHEREAS, the Grantor is a party to a Security Agreement dated as of July 17, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between the Grantor, the other grantors from time to time party thereto, the secured parties party thereto (the "**Secured Parties**") and the Agent pursuant to which the Grantor granted a security interest to the Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agree with the Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Patent Collateral**");

(a) all United States and foreign patents and applications for letters patent throughout the world, and with respect to any and all of the foregoing: (i) each patent and patent application listed or required to be listed on Schedule A attached hereto; (ii) all reissues, divisions, continuations, continuations in-part, extensions, renewals, and reexaminations of any of the foregoing; (iii) all rights corresponding thereto throughout the world; (iv) the right to sue for past infringements of any of the foregoing (collectively, "**Patents**");

(b) any and all agreements providing for the granting of any right in or to Patents (whether the Grantor is licensee or licensor thereunder); and

(c) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement,

and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. AUTHORIZATION TO SUPPLEMENT

If the Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any Patent, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent in accordance with Section 4.5 of the Security Agreement with respect to any such new Patent rights. Without limiting the Grantor's obligations under this Section 4, the Grantor authorizes the Agent to unilaterally modify this Agreement by amending Schedule A to include any such new Patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule A.

SECTION 5. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE IN ALL RESPECTS AS SUCH LAWS ARE APPLIED TO AGREEMENTS AMONG DELAWARE RESIDENTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN DELAWARE, EXCEPT TO THE EXTENT THAT THE PERFECTION OR PRIORITY OF THE LIEN AND SECURITY INTERESTS CREATED HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF DELAWARE.

SECTION 6. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

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

ACCERA, INC.

By: 

Name: ~~Dr. Charles Stacey~~

Title: ~~Chief Executive Officer~~

Accepted and Agreed:

NESTLÉ HEALTH SCIENCE US HOLDINGS, INC.,
as Agent

By: 

Name: Andrew Glass

Title: Assistant Secretary and Assistant Treasurer

SCHEDULE A
to
PATENT SECURITY AGREEMENT

U.S. PATENTS AND U.S. PATENT APPLICATIONS

Title	Application No. Application Date	Patent No. Issue Date
Use of ketogenic compounds for treatment of age-associated memory impairment	12064850 4/24/2008	8124589 2/28/2012
Use of Genomic Testing and Ketogenic Compounds for Treatment of Reduced Cognitive Function	14879744 10/9/2015	