

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3957230

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
OPTMED, INC.		07/11/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	H.B. FULLER COMPANY, AS COLLATERAL AGENT	
<b>Street Address:</b>	1200 WILLOW LAKE BLVD	
<b>Internal Address:</b>	PO BOX 64683	
<b>City:</b>	SAINT PAUL	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55164	
<b>PROPERTY NUMBERS Total: 15</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	6211273	
Patent Number:	6440461	
Patent Number:	6610078	
Patent Number:	8975435	
Patent Number:	8106234	
Patent Number:	8993795	
Patent Number:	D651339	
Patent Number:	8794858	
Patent Number:	8829225	
Patent Number:	8946209	
Application Number:	14642730	
Application Number:	14673815	
Application Number:	13488389	
Application Number:	14628274	
Application Number:	14628273	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(612)766-1600	
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.		

PATENT

<b>Phone:</b>	612-766-6911
<b>Email:</b>	susan.carlson@faegrebd.com
<b>Correspondent Name:</b>	SUSAN CARLSON, FAEGRE BAKER DANIELS LLP
<b>Address Line 1:</b>	90 S 7TH ST STE 2200
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	SUSAN CARLSON
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<b>SIGNATURE:</b>	/e/ Susan Carlson
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<b>DATE SIGNED:</b>	07/12/2016
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**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “**Agreement**”) is made as of July 11, 2016 by and between OPTMED, INC., a Delaware corporation (the “**Debtor**”), and H.B. FULLER COMPANY, a Minnesota corporation, as collateral agent (in such capacity, the “**Collateral Agent**”) on behalf of the Secured Parties, as defined in the Security Agreement described below.

**WHEREAS**, pursuant to a Secured Convertible Note and Warrant Purchase Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**HBF Purchase Agreement**”) by and between the Debtor, the Collateral Agent and H.B. Fuller Company, as investor (in such capacity, “**HBF**”), HBF will purchase from the Debtor and Debtor will sell to HBF, a senior secured convertible note (“**HBF Note 1**”) in the principle amount of One Million Two Hundred Fifty Thousand and No/100ths Dollars (\$1,250,000.00), and, subject to the terms and conditions stated in the HBF Purchase Agreement, HBF has agreed to purchase an additional senior secured convertible note (“**HBF Note 2**” and, together with Note 1, each a “**HBF Note**” and together, the “**HBF Notes**”) in the principle amount of One Million Two Hundred Fifty Thousand and No/100ths Dollars (\$1,250,000.00);

**WHEREAS**, pursuant to the terms of that certain Secured Convertible Note Purchase Agreement, made as of September 29, 2014 (as amended on the date hereof pursuant to that certain Amendment No. 1 to Secured Convertible Note Purchase Agreement and as further amended, supplemented or modified from time to time, the “**Pidilite Purchase Agreement**” and, together with the HBF Purchase Agreement, the “**Purchase Agreements**”), by and between Pidilite USA, Inc. (“**Pidilite**”) and the Debtor, the Debtor issued to Pidilite a senior secured convertible note (the “**Pidilite Note**”) in the principle amount of Seven Hundred Fifty Thousand and No/100ths Dollars (\$750,000.00);

**WHEREAS**, in order to secure all amounts outstanding under the Purchase Agreements, the HBF Notes and the Pidilite Note, the Debtor has entered into a Security Agreement (the “**Security Agreement**”) of even date herewith in favor of the Collateral Agent, mutually appointed for the benefit of HBF and Pidilite (collectively, the “**Secured Parties**”), and may from time to time enter into one or more other security documents in favor of the Collateral Agent for the benefit of the Secured Parties;

**WHEREAS**, in connection with the Security Agreement, the Debtor is required to enter into this Agreement;

**ACCORDINGLY**, in consideration of the mutual covenants contained in the Purchase Agreements, the Security Agreement and this Agreement, the parties hereby agree as follows:

### 1. Definitions.

Terms defined in the Security Agreement and not otherwise defined herein shall have the meanings given them in the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks

- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

**“Specified Patent”** means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

**“Specified Trademark”** means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

**“Trademark”** means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

## **2. Grant of Security Interest.**

In order to secure the Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral.

## **3. Representations and Warranties.**

The Debtor represents and warrants that the Debtor owns each of the Specified Patents and Specified Trademarks, free and clear of any Lien other than Permitted Liens.

## **4. General Rights and Obligations.**

Except as expressly set forth herein, the rights and obligations of the Debtor and the Secured Party with respect to the Patent and Trademark Collateral shall in all respects be governed by the HBF Purchase Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

*Signature pages follow.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**OPTMED, INC.**



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

Name: Ervin Braun

Title: Chief Executive Officer

745 Fifth Ave., Suite 500

New York, NY 10151

**H.B. FULLER COMPANY**

By: 

Name: John Corkrean

Title: Executive Vice President and Chief Financial  
Officer

1200 Willow Lake Boulevard

P.O. Box 64683

Saint Paul, MN 55164-0683

*Signature Page to Patent and Trademark Security Agreement*

**PATENT**  
**REEL: 039131 FRAME: 0744**

**PATENTS AND PATENT APPLICATIONS****Issued Patents**

OptMed Case No.	Country	Title	Patent No.	Issue Date
BRU-001	US	Method for Preparing Malonate Methylene Nanoparticles, Nanoparticles Optionally Containing One or Several Biologically Active Molecules	US 6,211,273 B1	4/3/2001
BRU-002	US	Poly(methylidene malonate) Microspheres, Preparation Method and Pharmaceutical Compositions Containing Them	US 6,440,461 B1	8/27/2002
BRU-003	US	Suture Material For Wounds Based on Methylidene Malonate	US 6,610,078 B1	8/26/2003
OM-001	US	Improved Methylidene Malonate Process	US 8,975,435 B2	3/10/2015
OM-002	US	Improved Methylidene Malonate Process	US 8,106,234 B2	1/31/2012
OM-003	US	Improved Methylidene Malonate Process	US 8,993,795 B2	3/31/2015
OM-004	US	Applicator	US D651,339S	12/27/2011
OM-005	US	Dispenser Handle	US 8,794,858 B2	8/5/2014
OM-007	US	1,1-Disubstituted Ethylene Process	US 8,829,225 B2	9/9/2014
P-75334-	US	COMPOSITIONS AND METHODS FOR TREATING AND PREVENTING UROLITHIASIS	US 8,946,209 B2	2/03/2015

**Pending Patent Applications**

OptMed Case No.	Country	Title	Application No.	Filing Date
OM-001	EPO	Improved Methylidene Malonate Process	EP 10772397.5	5/6/2010
OM-001 CON1	US	“	USSN 14/642,730	3/09/2015
OM-003	EPO	Improved Methylidene Malonate Process	EP 10772395.9	5/6/2010
OM-003 CON1	US	“	USSN 14/673,815	3/30/2015
OM-006	US	Improved Applicator	USSN 13/488389	6/4/2012

OM-007	Brazil	Purification of 1,1-Disubstituted Ethylene Compounds	BR 11 2014 018497.6	1/28/2013
OM-007	China	“	CN2013800167357	1/28/2013
OM-007	EPO	“	EP 13706774.0	1/28/2013
OM-007	India	“	7106/DELNP/2014	1/28/2013
OM-008.1	Brazil	Improved Methylidene Malonate Process	BR 11 2014 0184950	1/28/2013
OM-008.1	China	“	CN2013800176746	1/28/2013
OM-008.1	EPO	“	EP 13704307.1	1/28/2013
OM-008.1	India	“	7162/DELNP/2014	1/28/2013
OM-008.1 CON	US	“	USSN 14/628274	1/28/2013
OM-008.2	Brazil	Improved 1,1-Disubstituted Ethylene Process	BR 11 2014 018492.5	1/28/2013
OM-008.2	China	“	CN20138000175315	1/28/2013
OM-008.2	EPO	“	EP 13706775.7	1/28/2013
OM-008.2	India	“	7191/DELNP/2014	1/28/2013
OM-008.2 CON	US	“	USSN 14/628273	1/28/2013



**TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark	Country	Registration No.	Registration Date
BONDEASE	US	4,365,028	7/9/2013

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS; FOREIGN APPLICATIONS FOR TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

*None.*