

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4736481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SANTA CRUZ PHARMACEUTICALS, INC.	12/15/2017
BESTCO LLC	12/15/2017
RECEIVING PARTY DATA	
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	2 BETHESDA METRO CENTER, SUITE 600
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6533661
Application Number:	15482571
Application Number:	15482552
Application Number:	15018367
Application Number:	14626897
Application Number:	14848043
Application Number:	10267622
Application Number:	11670769
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	312-577-8518
Email:	rebecca.dyson@kattenlaw.com
Correspondent Name:	REBECCA DYSON C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
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ATTORNEY DOCKET NUMBER:	339669-124
NAME OF SUBMITTER:	REBECCA DYSON

SIGNATURE:	/rebecca dyson/
DATE SIGNED:	12/15/2017
Total Attachments: 5 source=capital one santa cruz 1L PSA 2017#page1.tif source=capital one santa cruz 1L PSA 2017#page2.tif source=capital one santa cruz 1L PSA 2017#page3.tif source=capital one santa cruz 1L PSA 2017#page4.tif source=capital one santa cruz 1L PSA 2017#page5.tif	

FIRST LIEN PATENT SECURITY AGREEMENT

THIS FIRST LIEN PATENT SECURITY AGREEMENT, dated as of December 15, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“CONA”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 15, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, CONA as Revolving Agent and as Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of December 15, 2017, in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this First Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and

interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

(a) all of its Patents, including, without limitation, those pending and issued Patents referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

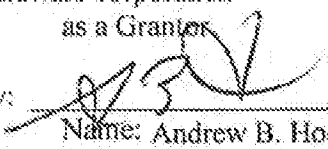
Section 4. Counterparts. This First Lien Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This First Lien Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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

SANTA CRUZ PHARMACEUTICALS, INC., a
Delaware corporation
as a Grantor

By: 
Name: Andrew B. Hochman
Title: Assistant Secretary


BESTCO LLC, a Delaware limited liability
company, as a Grantor

By: **BESTCO HOLDING INC.**, its sole member

By: 
Name: Andrew B. Hochman
Title: Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Administrative Agent

By: 
Name: Peter Itz
Its: Duly Authorized Signatory

SCHEDULE I
TO
FIRST LIEN PATENT SECURITY AGREEMENT

Patent Applications and Registrations

Description	Patent No.	Registration Date	Application No.	Filing Date	Owner
Semi-solid chewable dosage form for over-the-counter medications and method for producing same	N/A	N/A	15482571	4/7/17	Santa Cruz Pharmaceuticals, Inc.
Semi-solid chewable dosage form for over-the-counter medications and method for producing same	N/A	N/A	15482552	4/7/17	Santa Cruz Pharmaceuticals, Inc.
Semi-solid chewable dosage form for over-the-counter medications and method for producing same	N/A	N/A	15018367	2/8/16	Santa Cruz Pharmaceuticals, Inc.
Semi-solid chewable dosage form for over-the-counter medications and method for producing same	N/A	N/A	14626897	2/19/15	Santa Cruz Pharmaceuticals, Inc.
Semi-solid chewable dosage form for over-the-counter medications and method for producing same	N/A	N/A	14848043	9/8/15	Santa Cruz Pharmaceuticals, Inc.
Soft chew confectionary with high fiber and sugar content and method for making same	11670769	2/2/07	7767248	8/3/10	BestCo LLC
Automated sweepstakes game	N/A	N/A	10267622	10/9/02	BestCo LLC
Gaming machine	6533661	3/18/03	09910969	7/23/01	BestCo LLC