

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4879139

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	3	
CONVEYING PARTY DATA		
	Name	Execution Date
	INNOVATIVE BIODEFENSE INC	12/23/2017
RECEIVING PARTY DATA		
Name:	DAY FAMILY TRUST, PRO RATA	
Street Address:	2093C RONDA GRANADA	
City:	LAGUNA WOODS	
State/Country:	CALIFORNIA	
Postal Code:	92637	
Name:	BARRY LEWIS, PRO RATA	
Street Address:	406 HARBOR COVE	
City:	PIERMONT	
State/Country:	NEW YORK	
Postal Code:	10968	
Name:	COZEAN FAMILY TRUST, PRO RATA	
Street Address:	21581 MIDCREST DR, NONE	
City:	LAKE FOREST	
State/Country:	CALIFORNIA	
Postal Code:	92630	
Name:	INTERNATONAL SPECIALTY CHEMICALS AND PHARMACEUTICALS INC, PRO RATA	
Street Address:	303 S. BROADWAY, SUITE 425	
City:	TARRYTOWN	
State/Country:	NEW YORK	
Postal Code:	10591	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
PCT Number:	US2013051398	
CORRESPONDENCE DATA		
Fax Number:		
PATENT		

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.

Phone: 9498552885
Email: colettecozean@gmail.com
Correspondent Name: COLETTE COZEAN
Address Line 1: 21581 MIDCREST DR
Address Line 2: NONE
Address Line 4: LAKE FOREST, CALIFORNIA 92630

NAME OF SUBMITTER:	COLETTE COZEAN
SIGNATURE:	/Colette Cozean/
DATE SIGNED:	03/22/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, confirms the Loans and modifications thereto (the "IP Security Agreement") by and between Innovative BioDefense, Inc. a California corporation, (the "Borrower") and the following creditors, Day Family Trust, Barry Lewis, Cozean Family Trust and International Specialty Chemicals and Pharmaceuticals, Inc. on a pari passu basis ("the Creditors").

RECITALS

This Corporate IP Security Agreement is a supplement to that certain Promissory Notes and modifications thereto including the pledge and security terms contained therein, by and between the Borrower and Creditors (the "Loan Documents").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Loan Documents, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Loan Documents, the definitions, terms or provisions of the Loan Documents shall control.

This IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and the US Copyright Office, which sets forth the Borrower's pledge of its intellectual property as security for the Indebtedness Borrower owes the Creditor as set forth in Loan Documents.

GRANT OF SECURITY INTEREST

Section 1. The Borrower hereby grants to the Creditor a security interest in and lien on all of the right, title and interest of Borrower in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time all of the intellectual property assets owned by the Borrower (collectively the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of such Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreements are incorporated herein by reference.

This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. This Agreement may also be executed by facsimile, or scanned and sent via e-mail. Except as expressly provided in this Agreement, each of the Parties hereto represents, warrants and covenants that it has full power and authority to execute this Agreement and that it has obtained all necessary approvals, consents and authorizations required for it to execute and deliver this Agreement. Each individual executing this Agreement on behalf of a Party hereto has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

THE BORROWER,
INNOVATIVE BIODEFENSE, INC.



Colette Cozean
Its Chief Executive Officer

Schedule I: Patents

US 9717669

US 15664542 pending

PCT/US2013/051398

Schedule 2: Trademarks

Zylast Trademark 85682800