PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5876936

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CURRAX PHARMACEUTICALS LLC	12/13/2019
NALPROPION PHARMACEUTICALS LLC	12/13/2019

RECEIVING PARTY DATA

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB
Street Address:	500 DELAWARE AVENUE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801

PROPERTY NUMBERS Total: 74

Property Type	Number
Patent Number:	7915307
Patent Number:	9572814
Patent Number:	9532971
Patent Number:	9907780
Patent Number:	9907779
Patent Number:	8513299
Patent Number:	9107898
Patent Number:	9486437
Patent Number:	9861607
Patent Number:	10238620
Patent Number:	9463181
Patent Number:	9801847
Patent Number:	9498462
Patent Number:	10143676
Patent Number:	10251859
Patent Number:	10493053
Patent Number:	7094429
Patent Number:	7273623
Patent Number:	8012506

PATENT REEL: 051377 FRAME: 0958

505830004

Property Type	Number
Patent Number:	8466128
Patent Number:	9107882
Patent Number:	9937134
Patent Number:	7943597
Patent Number:	9339481
Patent Number:	9610267
Patent Number:	9889157
Patent Number:	9394318
Patent Number:	10150784
Patent Number:	8722085
Patent Number:	9125868
Patent Number:	10307376
Patent Number:	8815889
Patent Number:	9457005
Patent Number:	9633575
Patent Number:	10403170
Patent Number:	8969371
Patent Number:	9119850
Patent Number:	9801875
Patent Number:	10231964
Patent Number:	10231962
Patent Number:	9248123
Patent Number:	10322121
Patent Number:	8916195
Patent Number:	9107837
Patent Number:	8088786
Patent Number:	8318788
Patent Number:	7375111
Patent Number:	7462626
Patent Number:	10238647
Application Number:	15436293
Application Number:	15911496
Application Number:	15911832
Application Number:	16363128
Application Number:	16377731
Application Number:	16699995
Application Number:	13764467
Application Number:	14789911

Property Type	Number
Application Number:	13612328
Application Number:	16686113
Application Number:	15948598
Application Number:	13544775
Application Number:	13991372
Application Number:	16428069
Application Number:	15411585
Application Number:	16534509
Application Number:	16378177
Application Number:	16558211
Application Number:	16356657
Application Number:	16356663
Application Number:	16441863
Application Number:	16284453
Application Number:	14988556
Application Number:	15446933
Application Number:	16363206

CORRESPONDENCE DATA

Fax Number: (212)735-2000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Address Line 1: FOUR TIMES SQUARE Address Line 2: MONIQUE L. RIBANDO

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	111760/7
NAME OF SUBMITTER:	OREN EPSTEIN
SIGNATURE:	/OE/
DATE SIGNED:	12/19/2019

Total Attachments: 11

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of December 13, 2019, is among Currax Pharmaceuticals LLC, a Delaware limited liability company, and Nalpropion Pharmaceuticals LLC, a Delaware limited liability company (each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>"), and Wilmington Savings Fund Society, FSB, in its capacity as collateral agent for each member of the Lender Group (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, "<u>Agent</u>").

WITNESSETH:

- A. Currax Holdings USA LLC, a Delaware limited liability company, as the borrower (the "Borrower") is party to that certain Senior Secured Amended Credit Agreement, dated as of May 31, 2019 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Currax Holdings LLC, a Delaware limited liability company ("Parent"), as a Guarantor, the Grantors as Guarantors, the other Guarantors party thereto from time to time, and the Agent and other members of the Lender Group party thereto from time to time, pursuant to which the Lenders have made or from time to time may agree to make Loans and other extensions of credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.
- B. In order to induce the Lender Group to enter into the Credit Agreement, the Grantors entered into (i) that certain Security Agreement, dated as of May 31, 2019 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), made by the Borrower, Parent and the other Grantors in favor of the Agent, (ii) that certain Incremental Agreement and Amendment No. 1, dated as of September 26, 2019, by and among the Borrower, Parent, Currax Pharmaceuticals LLC and the Agent and/or (iii) that certain Assumption Agreement, dated as of September 26, 2019, by Nalpropion Pharmaceuticals LLC in favor of the Agent, as applicable, pursuant to which each Grantor has granted to Agent, for the benefit of the Lender Group, a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under all Collateral, including, without limitation, the Patent Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, acceleration, demand or otherwise, of all Secured Obligations (as defined in the Security Agreement).
- C. The Grantors and the Lender Group contemplate and intend that Agent shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under, among other agreements, the Credit Agreement and the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), subject in all respects to the terms and provisions of such agreements, in connection with all of Grantors' right, title and interest in such Patent Collateral.
- D. Pursuant to the Credit Agreement, the Security Agreement and the other Loan Documents, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1 DEFINED TERMS

Unless otherwise defined herein, capitalized 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 IN PATENTS

Each Grantor hereby unconditionally grants and pledges and confirms any grant or pledge made pursuant to the Security Agreement, as the case may be, to the Agent, for the ratable benefit of the Lender Group, of a security interest in, and continuing lien on, all of such Grantor's right, title and interest in, to and under the Patents, including but not limited to the registered Patents listed in <u>Schedule A</u>, in each case whether registered or unregistered, now owned or existing or hereafter acquired or arising and wherever located (collectively, the "<u>Patent Collateral</u>"). Notwithstanding anything contained in this Agreement to the contrary, "Patent Collateral" shall not include Excluded Property.

SECTION 3 SECURITY FOR OBLIGATIONS

This Agreement secures, and the Patent Collateral is collateral security for, the prompt and complete payment or performance in full when due of all Secured Obligations.

SECTION 4 SECURITY AGREEMENT

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lender Group, pursuant to the Security Agreement and each 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 5 RECORDATION

The Grantors hereby authorize and request that the Register of Patents and any other applicable government officer record this Agreement.

SECTION 6 MISCELLANEOUS

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING SUBMISSION TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.13 AND 8.15 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

In entering into this Agreement, and in taking (or refraining from) any actions under or pursuant to this Agreement, the Agent shall be protected by and shall enjoy all of the rights, immunities, protections and indemnities granted to it under the Credit Agreement, the Security Agreement and the other Loan Documents.

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

GRANTORS:

CURRAX PHARMACEUTICALS LLC

By:

Name: Erika Senska Tille: Vice President

NALPROPION PHARMACEUTICALS LLC

By:

Name:

Title:

line President

REEL: 051377 FRAME: 0964

AGENT:

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Agent

By:

Name: Title:

Geoffrey J. Lewis Vice President

[Signature Page - Patent Security Agreement]

SCHEDULE A

Attached.

ISSUED PATENTS AND PENDING PATENT APPLICATIONS

3/26/2019	15,864,440	10,238,620	US	Methods of Using Low-Dose Doxepin for the
1/9/2018	15/344,710	9,861,607	US	Methods of Using Low-Dose Doxepin for the Improvement of Sleep
11/8/2016	14/804,595	9,486,437	US	Methods of Using Low-Dose Doxepin for the Improvement of Sleep
8/18/2015	13/492,559	9,107,898	US	Methods of Using Low-Dose Doxepin for the Improvement of Sleep
8/20/2013	11/804,720	8,513,299	US	Methods of Using Low-Dose Doxepin for the Improvement of Sleep
	15/911,832		US	Ultra-Low Dose Doxepin and Methods of Using the Same to Treat Sleep Disorders
3/6/2018	14/045,645	9,907,779	US	Ultra-Low Dose Doxepin and Methods of Using the Same to Treat Sleep Disorders
	15/911,496		US	Low-dose Doxepin Formulations and Methods of Making and Using the Same
3/6/2018	15/394,912	9,907,780	US	Low-dose Doxepin Formulations and Methods of Making and Using the Same
1/3/2017	13/898,364	9,532,971	US	Low-dose Doxepin Formulations and Methods of Making and Using the Same
	15/436,293		US	Methods of Improving the Pharmacokinetics of Doxepin
2/21/2017	13/653,213	9,572,814	US	Methods of Improving the Pharmacokinetics of Doxepin
3/29/2011	11/781,165	7,915,307	US	Methods of Improving the Pharmacokinetics of Doxepin
Issue Date	Appl. No	Patent No.	Country	Title
(F)	AND PATENT APPLICATIONS	OWNED PATENTS	HCALS LLC	CURRAX PHARMACEUTICALS LLC OWNED PATENTS AND PATENT A
		Patents		

09/25/2007	10/269,027	7,273,623	US	Process for preparing tannate tablet, capsule or other
08/22/2006	10/921,438	7,094,429	US	Process for preparing tannate liquid and semi-solid dosage forms
	16/686,113		US	Low-Dose Doxepin Formulations, Including Buccal, Sublingual and Fast-Melt Formulations, and Uses of the Same to Treat Insomnia
	13/612,328		US	Combination Therapy Using Low-Dose Doxepin for the Improvement of Sleep
	14/789,911		US	Low-Dose Doxepin for Treatment of Sleep Disorders in Elderly Patients
	13/764,467		US	Methods of Using Low-Dose Doxepin for the Improvement of Sleep
	16/699,995		US	Doxepin Isomers and Isomeric Mixtures and Methods of Using the Same to Treat Sleep Disorders
12/03/2019	16/207,584	10,493,053	US	Doxepin Isomers and Isomeric Mixtures and Methods of Using the Same to Treat Sleep Disorders
	16/377/731		US	Doxepin Isomers and Isomeric Mixtures and Methods of Using the Same to Treat Sleep Disorders
4/9/2019	15/797,195	10,251,859	US	Doxepin Isomers and Isomeric Mixtures and Methods of Using the Same to Treat Sleep Disorders
12/4/2018	15/357,171	10,143,676	US	Doxepin Isomers and Isomeric Mixtures and Methods of Using the Same to Treat Sleep Disorders
11/22/2016	13/692,715	9,498,462	US	Doxepin Isomers and Isomeric Mixtures and Methods of Using the Same to Treat Sleep Disorders
10/31/2017	15/289,288	9,801,847	US	Doxepin Isomers and Isomeric Mixtures and Methods of Using the Same to Treat Sleep Disorders
10/11/2016	13/692,415	9,463,181	US	Doxepin Isomers and Isomeric Mixtures and Methods of Using the Same to Treat Sleep Disorders
	16/363,128		US	Methods of Using Low-Dose Doxepin for the Improvement of Sleep
				Improvement of Sleep

solid dosage forms				
Tannate compositions, methods of making and methods of use	SU	8,012,506	11/501,649	09/06/2011
Hyaluronate compositions	US	8,466,128	12/022,095	06/18/2013
Hyaluronate compositions	US	9,107,882	13/915,818	08/18/2015
Hyaluronate compositions	US	9,937,134	14/803,841	4/10/2018
Hyaluronate compositions	US		15/948,598	
Phosphate-binding chitosan and uses thereof	US	7,943,597	12/099,433	05/17/2011
Phosphate-binding chitosan and uses thereof	US		13/544,775	
Phosphate-binding magnesium salts and uses thereof	US	9,339,481	13/856,084	5/17/2016
Phosphate-binding magnesium salts and uses thereof	US	9,610,267	15/155,366	4/04/2017
Phosphate-binding magnesium salts and uses thereof	US	9,889,157	15/477,325	2/13/2018
Crystal polymorph of magnesium glycinate dihydrate and process for its preparation	US	9,394,318	14/091,070	7/19/2016
Crystal polymorph of magnesium glycinate dihydrate and process for its preparation	US	10,150,784	15/212,460	12/11/2018

Patents NALPROPION PHARMACEUTICALS LLC OWNED PATENTS AND PATE	CEUTICAL	Patents S LLC OWNED PATENT	S AND PATENT APPLICATIONS	NS
Title	Country	Patent No.	Appl. No	Issue Date
Methods For Reducing Binge Or Compulsive Eating	US		13/991372	
Methods For Administering Weight Loss Medications	SN	8,722,085	12/838364	5/13/2014
Methods For Administering Weight Loss Medications	US	9,125,868	14/220349	9/8/2015
Methods For Administering Weight Loss Medications	US	10,307,376	16/101853	6/4/2019
Methods For Administering Weight Loss Medications	SN		16/428069	
Compositions And Methods For Reducing Food Cravings	US		15/411585	
Increasing Drug Bioavailability In Naltrexone Therapy	US		16/534,509	
Compositions And Methods For Increasing Insulin Sensitivity	US	8,815,889	11/602571	8/26/2014
Compositions And Methods For Increasing Insulin Sensitivity	US	9,457,005	14/326075	10/4/2016
Compositions And Methods For Increasing Insulin Sensitivity	US		16/378,177	
Methods Of Treating Overweight And Obesity	US	9,633,575	14/405775	4/25/2017
Methods Of Treating Overweight And Obesity	US	10,403,170	15/491870	9/3/2019

6/18/2019	15/011120	10,322,121	SN	Methods Of Providing Weight Loss Therapy In Patients With Major Depression
2/2/2016	12/987909	9,248,123	US	Methods Of Providing Weight Loss Therapy In Patients With Major Depression
	16/356663		US	Compositions And Methods For Reducing Major Adverse Cardiovascular Events
3/19/2019	15/101878	10,231,962	US	Compositions And Methods For Reducing Major Adverse Cardiovascular Events
	16/356657		US	Compositions And Methods For Weight Loss In At Risk Patient Populations
3/19/2019	15/725830	10,231,964	US	Compositions And Methods For Weight Loss In At Risk Patient Populations
10/31/2017	14/839792	9,801,875	US	Compositions And Methods For Weight Loss In At Risk Patient Populations
9/1/2015	14/635518	9,119,850	US	Compositions And Methods For Weight Loss In At Risk Patient Populations
3/3/2015	14/322810	8,969,371	US	Compositions And Methods For Weight Loss In At Risk Patient Populations
	16/558211		US	Methods Of Treating Overweight And Obesity

Methods Of Providing Weight Loss Therapy In Patients With Major Depression	US		16/441863	
Sustained Release Formulation Of Naltrexone	US	8,916,195	11/757773	12/23/2014
Sustained Release Formulation Of Naltrexone	US	9,107,837	14/555475	8/18/2015
Sustained Release Formulation Of Naltrexone	US		16/284453	
Layered Pharmaceutical Formulations	US	8,088,786	11/937421	1/3/2012
Layered Pharmaceutical Formulations	US	8,318,788	13/330395	11/27/2012
Layered Pharmaceutical Formulations	US		14/988556	
Methods For Treating Visceral Fat Conditions	US		15/446933	
Compositions For Affecting Weight Loss	US	7,375,111	10/828795	5/20/2008
Compositions For Affecting Weight Loss	US	7,462,626	11/356839	12/9/2008
Compositions For Affecting Weight Loss	US	10,238,647	15/276600	3/26/2019
Compositions For Affecting Weight Loss	US		16/363206	

RECORDED: 12/19/2019

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