

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6100774

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CAPTEK SOFTGEL INTERNATIONAL, INC.	05/11/2020
RECEIVING PARTY DATA	
Name:	NXT CAPITAL, LLC, AS AGENT
Street Address:	191 N. WACKER DR., 30TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16141070
Application Number:	16289416
CORRESPONDENCE DATA	
Fax Number:	(312)863-7867
<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:	3128637267
Email:	jaclyn.digrande@goldbergkohn.com
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
Address Line 2:	55 E MONROE ST., SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	6492.212
NAME OF SUBMITTER:	JACLYN DI GRANDE
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	05/11/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 11th day of May 2020 by Captek Softgel International, Inc., a California corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Amended and Restated Credit Agreement dated as of July 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Guarantee and Collateral Agreement dated as of July 28, 2017 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent and application for Patent, including without limitation, each Patent and application for a Patent filed with the United States Patent and Trademark Office listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

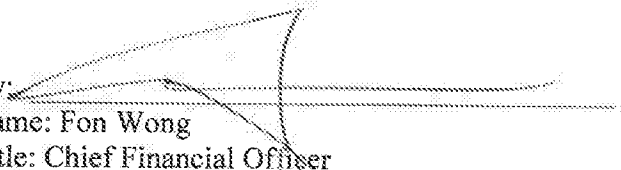
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Termination. This Agreement shall terminate and the security interest in the Patent Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, Grantee shall, at the sole cost and expense of Grantor, execute all documents, make all filings and take all actions reasonably requested by Grantor to evidence and record the release of the security interest in the Patent Collateral granted herein.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CAPTEK SOFTGEL INTERNATIONAL, INC.

By: 
Name: Fon Wong
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

Joseph Levenstein
joseph.levenstein@nxtcapital.com

By _____
Name: Joseph Levenstein
Title: Director

SCHEDULE 1

PATENT APPLICATIONS

Patent Application Description	U.S. Patent Application No.	Date Applied
ORALLY AVAILABLE ARTICLES CONTAINING AT LEAST ONE STABILIZED SUPPLEMENT THEREIN	16141070	9/25/18
SOFT GEL COMPOSITIONS AND CAPSULES MADE FROM THE SAME	16289416	2/28/19