

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6252938

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
AKTIVAX, INC.		06/05/2020
RECEIVING PARTY DATA		
Name:	LIVE OAK BANKING COMPANY	
Street Address:	1741 TIBURON DRIVE	
City:	WILMINGTON	
State/Country:	NORTH CAROLINA	
Postal Code:	28403	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Patent Number:	9820913	
Patent Number:	10028886	
Patent Number:	8662349	
Patent Number:	8663188	
Patent Number:	8684968	
Application Number:	15517129	
Application Number:	15495882	
Application Number:	15777990	
Application Number:	16014209	
Application Number:	16661824	
Application Number:	14290664	
Application Number:	15789478	
Application Number:	13393490	
Application Number:	13980200	
Application Number:	15792330	
Application Number:	13040134	
Application Number:	13144184	
Application Number:	13884246	
CORRESPONDENCE DATA		

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1254924 PAT
NAME OF SUBMITTER:	RICHARD BOSWINKLE
SIGNATURE:	/Richard Boswinkle/
DATE SIGNED:	08/17/2020

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of June 5, 2020, is made by **AKTIVAX, INC.**, a Delaware corporation (the "Grantor"), in favor of **LIVE OAK BANKING COMPANY** (the "Lender").

WITNESSETH:

WHEREAS, the parties have entered into that certain Loan Agreement dated as of the date hereof (the "Loan Agreement") wherein Lender has agreed to provide a loan (the "Loan") to Borrower for up to ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00); and

WHEREAS, the parties have evidenced the Loan by a SBA Note dated as of the date hereof (the "Note") in the original principal amount of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00); and

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof in favor of the Lender (the "Security Agreement"), the Grantor has granted a lien on certain of its assets to the Lender to secure the Grantor's obligations under the Note; and

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Note, the Grantor hereby agrees with the Lender as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of the Grantor under the Note and Loan Agreement, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Intellectual Property Collateral");

(a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule 1 attached hereto (collectively, the "Copyrights");

(b) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule 1 attached hereto (collectively, the "Patents");

(c) any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 1 attached hereto (collectively, the "Trademarks");

(d) all renewals and extensions of the foregoing;

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(e) all goodwill of the business connected with the use of, and symbolized by such Copyrights, Patents or Trademarks;

(f) 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; and

(g) all IP Ancillary Rights.

Section 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property 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.

Section 3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral subject to a security interest hereunder.

Section 4. Counterparts. This 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 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 Delaware.

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


AKTIVAX, INC.,
a Delaware corporation

By:


Amir Genosar, President

ACCEPTED AND AGREED
as of the date first above written:

LIVE OAK BANKING COMPANY

By: 
Name: Kelly Dykes
Title: AVP

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

REGISTRATIONS

Patent Title	Application No.	Application Date	Registration No.	Registration Date
Aseptic cartridge and dispenser arrangement	13/992191	12/07/2011	9820913	11/21/2017
Filing system and methods for aseptic cartridge and dispenser arrangement	14/118470	05/17/2012	10028886	07/24/2018
Auto-Injector	15/517129	12/05/2015	Pending	
Packaged Products, Inserts And Compartments For Aseptic Mixing Of Substances, Along With Methods For Use Therewith	15/495882	04/24/2017	Pending	
Pressure Cartridge And Activation Mechanism	15/777990	11/23/2016	Pending	
Filing System And Methods For Aseptic Cartridge And Dispenser Arrangement	16/014209	06/21/2018	Pending	
Intranasal Pressure Drug Delivery Device	16/661824	10/23/2019	Pending	
Packaged Products, Inserts And Compartments For Aseptic Mixing Of Substances, Along With Methods For Use Therewith	14/290664	05/29/2014	Pending	
Aseptic Cartridge And Dispenser Arrangement	15/789478	10/20/2017	Pending	

REGISTRATIONS
(assigned from AktivPak, Inc.)

Patent Title	Application No.	Application Date	Registration No.	Registration Date
Dispensing device incorporating frangible section, along with dispensing method	13/393514	08/30/2010	8662349	03/04/2014
Dispenser and therapeutic package suitable for administering a therapeutic substance to a subject, along with method relating to same	12/344044	12/24/2008	8663188	03/04/2014
Hypodermic drug delivery reservoir and apparatus	12/521743	12/27/2007	8684968	04/01/2014
Dispensing Device Along With Method For Dispensing Product	13/393490	08/30/2010	Pending	
Aseptic Cartridge And Dispenser Arrangement	13/980200	01/17/2012	Pending	
Beneficial Agent Dispenser	15/792330	10/24/2017	Pending	
Linearly Actuated Dispenser And Therapeutic Package Suitable For Administering A Therapeutic Substance And Related Method	13/040134	03/03/2011	Pending	
Packaged Products, Inserts And Compartments For Aseptic Mixing Of Substances, Along With Methods For Use Therewith	13/144184	01/12/2010	Pending	
Beneficial Agent Dispenser	13/884246	11/08/2011	Pending	