

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6387242

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KRAMER CONSUMER HEALTHCARE, INC.	11/04/2020
RECEIVING PARTY DATA		
Name:	CHURCHILL AGENCY SERVICES LLC, AS ADMINISTRATIVE AGENT	
Street Address:	430 PARK AVENUE, 14TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7135197
CORRESPONDENCE DATA		
Fax Number:	(704)331-1159	
<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:	7043311000	
Email:	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com	
Correspondent Name:	MOORE & VAN ALLEN PLLC	
Address Line 1:	100 NORTH TRYON STREET	
Address Line 2:	SUITE 4700	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202-4003	
ATTORNEY DOCKET NUMBER:	044837.000008	
NAME OF SUBMITTER:	JOHN SLAUGHTER	
SIGNATURE:	/john slaughter/	
DATE SIGNED:	11/05/2020	
Total Attachments: 4		
source=PSA from Kramer Consumer Healthcare to Churchill Agency Services, as AA#page1.tif		
source=PSA from Kramer Consumer Healthcare to Churchill Agency Services, as AA#page2.tif		
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November 4, 2020 (this “Agreement”), by Kramer Consumer Healthcare, Inc., a Delaware corporation (the “Grantor”), in favor of Churchill Agency Services LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as June 22, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Patents of the Grantor, including without limitation, those Patents listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KRAMER CONSUMER HEALTHCARE, INC.

By: 

Name: Sean Mooney

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 054331 FRAME: 0741

CHURCHILL AGENCY SERVICES LLC,
as Administrative Agent

By: **Christopher Cox** Digitally signed by Christopher
Cox
Date: 2020.10.29 16:16:17 -04'00'

Name: Chris Cox
Title: Senior Managing Director

Schedule I

Patent Registrations and Applications

Owner	Title	Patent No.	Issue Date
KRAMER CONSUMER HEALTHCARE, INC.	STABLE PHARMACEUTICAL COMPOSITION USEFUL FOR TREATING GASTROINTESTINAL DISORDERS	7135197	11/14/2006