

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7170435

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INNOVUS PHARMACEUTICALS, INC.	01/01/2022
RECEIVING PARTY DATA	
Name:	AVENUE VENTURE OPPORTUNITIES FUND II, L.P.
Street Address:	11 WEST 42ND STREET, 9TH FLOOR
Internal Address:	ATTN: TODD GREENBARG
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	16867386
Application Number:	16581058
Application Number:	15829822
Application Number:	16678622
Application Number:	17402229
Application Number:	16968271
Application Number:	16985072
Application Number:	15829798
Application Number:	15979120
Application Number:	15829801
Application Number:	16762261
Application Number:	16740194
Application Number:	16953110
Application Number:	16842228
Application Number:	15496861
Application Number:	14395919
CORRESPONDENCE DATA	
Fax Number:	(616)742-3999
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6167423945
Email: hkooy@btlaw.com
Correspondent Name: BARNES & THORNBURG LLP C/O BANK LEUMI
Address Line 1: 655 WEST BROADWAY, SUITE 1300
Address Line 2: ATTN: HILLARY KOOY
Address Line 4: SAN DIEGO, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	82485.12
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NAME OF SUBMITTER:	HILLARY KOOY
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SIGNATURE:	/Hillary Kooy/
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DATE SIGNED:	02/10/2022
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 21, 2022 (the "**Agreement**") between **AVENUE VENTURE OPPORTUNITIES FUND, L.P.** ("**Lender**") and **INNOVUS PHARMACEUTICALS, INC.**, a Nevada corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of January 21, 2022 (as amended from time to time, the "**Loan Agreement**"), between Lender, **AVENUE VENTURE OPPORTUNITIES FUND II, L.P.**, Grantor, and the other Borrowers party thereto. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity; provided that such rights and remedies are subject to any applicable limitations arising under Article 9 of the Uniform Commercial Code. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every

right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies; provided that such rights, powers, and remedies are subject to any applicable limitations arising under Article 9 of the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

INNOVUS PHARMACEUTICALS, INC., a Nevada corporation

By: Joshua Disbrow

Name: Joshua Disbrow

Title: Chief Executive Officer

Address for Notices:

Attn: Mark Oki, CFO
373 Inverness Parkway, Suite 206,
Englewood, CO 80112

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

By: _____

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg
11 West 42nd Street, 9th Floor
New York, New York 10036
Tel: (212) 878-3523

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

INNOVUS PHARMACEUTICALS, INC., a Nevada corporation

By: _____

Name: Joshua Disbrow

Title: Chief Executive Officer

Address for Notices:

Attn: Mark Oki, CFO
373 Inverness Parkway, Suite 206,
Englewood, CO 80112

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By:  Avenue Venture Opportunities Partners, LLC

Its: General Partner

By: _____

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg
11 West 42nd Street, 9th Floor
New York, New York 10036
Tel: (212) 878-3523

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ☐

	<u>Title</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Peregistered?</u>
1.	Sensum+Clinical Studies	TX0008672337	2019-01-02	

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist ☐

	<u>Mark / Title</u>	<u>Serial No.</u>	<u>Registration No.</u>		<u>Filing Date or Registration Date</u>
1.	OCTIQ	97116304			Nov. 09, 2021
2.	NASOVA	90760557			Jun. 08, 2021
3.	ALLERVARX	90702381			May 11, 2021
4.	AYTU CONSUMER HEALTH	90593532			Mar. 22, 2021
5.	M.A.C. DEFENSE	90524780	6616922		Feb. 11, 2021
6.	AYTU CONSUMER HEALTH	90975334			Jul. 16, 2021
7.	COLONCLEANSE	90833344			Jul. 16, 2021
8.	AGEWISE	90798023			Jun. 28, 2021
9.	LANSOPRACARE	90648504			Apr. 15, 2021
10.	AGESENS	90599115	6576654		Mar. 24, 2021
11.	AYTU CONSUMER HEALTH	90132694			Aug. 24, 2020
12.	ESOMEPRACARE	90648363			2021-04-15
13.	KETOGORX	90626296			Apr. 06, 2021
14.	INTESTICARE	90624422			Apr. 05, 2021
15.	FLUTICANX	90572895			Mar. 11, 2021
16.	FLUTICANEX	90572875			Mar. 11, 2021
17.	GLUCOGORX	90572753			Mar. 11, 2021
18.	FORTEBEET	90485739			Jan. 25, 2021
19.	AYTUMUNE	90160351	6480548		Sep. 04, 2020
20.	AYTUMUNE	90160190	6480547		Sep. 04, 2020
21.	VITAROS	88373883			Apr. 05, 2019

22.	TESTO Aid	88625538			Sep. 20, 2019
23.	OCTIQ	88179843			Nov. 02, 2018
24.	DHTCARE	88429943			May 14, 2019
25.	E EURYCO-10	88830315	6494268		Mar. 11, 2020
26.	EURYCO-10	88658569			Oct. 17, 2019
27.	TRPA COMPLEX	88619785			Sep. 17, 2019
28.	EURYCO-8	88359960			Mar. 27, 2019
29.	D DIABASENS	88838768	6304234		Mar. 18, 2020
30.	STEROXIN	88957976	6324211		Jun. 10, 2020
31.	DIGERYXIN OTC	88957866	6324210		Jun. 10, 2020
32.	STEROXIN	88877579	6284752		2020-04-18
33.	DIGERYXIN	88877573	6284751		Apr. 18, 2020
34.	GLUCOGORX	88838817	6158211		Mar. 18, 2020
35.	VARICOLESS	88684157	6273812		Nov. 07, 2019
36.	ACC NEURITE COMPLEX	88631225			Sep. 25, 2019
37.	REGOXIDINE	88623032	6055145		Sep. 19, 2019
38.	INNOVUS PHARMA	88597743	6023081		Aug. 29, 2019
39.	ICARESUP	88498145	5944190		Jul. 02, 2019
40.	INNOVUS PHARMA	88466887	5943825		Jun. 10, 2019
41.	OMEPRACARE DR	88418893	6065617		May 07, 2019
42.	REGOXIDINE	88416815	5957832		May 06, 2019
43.	DELTA PRIME SAVINGS CLUB	88381293	5893300		Apr. 11, 2019
44.	BHT	88378275	5874344		Apr. 09, 2019
45.	BEYOND HUMAN	88356845	5851637		Mar. 26, 2019
46.	INNOVUS PHARMA	88331577	5857357		Mar. 08, 2019
47.	PINILTREX	88232445	5841292		Dec. 17, 2018

48.	SUPPLEMENT Â· HUNT S	88231719	5819664		Dec. 17, 2018
49.	VITAROS	88230647	6289963		Dec. 14, 2018
50.	RAYVA	88230638	5968839		Dec. 14, 2018
51.	BREASTLIFT	88230629	5912471		Dec. 14, 2018
52.	BREASTLIFT	88230627	5912470		Dec. 14, 2018
53.	MZS	88228922	5894715		Dec. 13, 2018
54.	SUPPLEMENT HUNT	88228774	5812156		Dec. 13, 2018
55.	VITAROS	88223461	6289954		Dec. 10, 2018
56.	RAYVA	88223453	5968807		Dec. 10, 2018
57.	IRACILXL	88179847	5898789		2018-11-02
58.	FLOVINTRO	88179840	5830310		2018-11-02
59.	TREXAR	88179813	5815306		2018-11-02
60.	BOSTON TOPICALS	88178462	5947488		2018-11-02
61.	GLUCOGORX	88065228	5691708		Aug. 03, 2018
62.	M MUSCLIN	88057974	5709304		Jul. 30, 2018
63.	CARVANUM	88040646	5765579		Jul. 17, 2018
64.	VESELE NO STRIPS	87843565	5645366		Mar. 21, 2018
65.	VESELE	87843540	5600662		Mar. 21, 2018
66.	URIVARX UTI STRIPS	87843458	5645364		Mar. 21, 2018
67.	URIVARX	87843417	5624250		Mar. 21, 2018
68.	VESELE	87839918	5645355		Mar. 19, 2018
69.	MZS SLEEPING AID	87820758	5764852		Mar. 05, 2018
70.	INNOVUS PHARMA	87794483	5572238		Feb. 12, 2018
71.	DIABASENS	87717770	5588013		Dec. 12, 2017
72.	THERMOMAX	87672904	5491702		Nov. 06, 2017
73.	URIVARX	87657969	5547457		Oct. 24, 2017

74.	BEYOND HUMAN	87605268	5522808		Sep. 12, 2017
75.	FLUTICARE	87601188	5471512		Sep. 08, 2017
76.	MUSCLIN	87527180	5591316		Jul. 13, 2017
77.	ARTHRIVARX	87497489	5403502		Jun. 20, 2017
78.	PEVARX	87464856	5403479		May 25, 2017
79.	PROSTAGORX	87419117	5325876		Apr. 20, 2017
80.	RECALFOCUS	87384668	5337245		Mar. 24, 2017
81.	APEAZ	87365742	5296449		Mar. 09, 2017
82.	ALLERVARX	87321960	5325766		Feb. 02, 2017
83.	URIVARX	87321955	5325765		Feb. 02, 2017
84.	FLUTICARE	87262502	5331309		Dec. 08, 2016
85.	SENSUM+	86361753	4788787		2014-08-08
86.	VESELE	85082477	4214489		Jul. 12, 2010
87.	BEYOND HUMAN	85967626	4591320		Jun. 24, 2013
88.	EJECTDELAY	85914704	4593829		Apr. 25, 2013
89.	INNOVUS PHARMA	85412980	4455489		Sep. 01, 2011
90.	HEALTHIFEET	77346838	3502924		Dec. 07, 2007
91.	CARDIOTEK	75469228	2532414		Apr. 16, 1998
92.	NEURITERX	87957369	5759199		Jun. 11, 2018
93.	XYRALID	87365716	5397912		Mar. 09, 2017

EXHIBIT C**PATENTS**Please Check if No Patents Exist ☐

	<u>Status</u>	<u>Application Serial Number:</u>	<u>Patent Number:</u>
1.	Active	16/867386	US11110101
2.	Active	16/581058	US11000527
3.	Active	15/829822	US10864205
4.	Pending	16/678622	US20200316731
5.	Pending	17/402229	US20210369737
6.	Pending	16/968271	US20200368150
7.	Pending	16/985072	US20210015779
8.	Active	15/829798	US10758505
9.	Active	15/979120	US10456401
10.	Active	15/829801	US10500199
11.	Pending	16/762261	US20200368353
12.	Pending	16/740194	US20210212986
13.	Pending	16/953110	US20210069171
14.	Pending	16/842228	US20210268057
15.	Active	15/496861	US9821021
16.	Active	14/395919	US9833488