

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CAPTEK SOFTGEL INTERNATIONAL, INC.	08/16/2022
RECEIVING PARTY DATA		
Name:	BMO HARRIS BANK N.A. AS ADMINISTRATIVE AGENT	
Street Address:	320 S. CANAL ST.	
Internal Address:	14TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	16289416
	Application Number:	16141070
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	iprecordations@whitecase.com	
Correspondent Name:	KENNADY WADE/WHITE & CASE LLP	
Address Line 1:	1221 6TH AVE	
Address Line 4:	NEW YORK, NEW YORK 10020	
ATTORNEY DOCKET NUMBER:	1785638-0148-CZ43	
NAME OF SUBMITTER:	KENNADY WADE	
SIGNATURE:	/Kennady Wade/	
DATE SIGNED:	08/16/2022	
Total Attachments: 4		
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Patent Security Agreement”) is made as of August 16, 2022, by CAPTEK SOFTGEL INTERNATIONAL, INC., a California corporation (“Grantor”), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for each Lender Party (in such capacity, together with its successors and assigns in such capacity, if any, “Grantee”).

WHEREAS, the Grantor holds all right, title and interest in and to the patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of August 16, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Grantee (and its agents and designees) for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below), to secure the payment, performance and observance of all of the Secured Obligations.

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

1. As collateral security for the payment, performance and observance of all of the Secured Obligations, the Grantor does hereby pledge and grant to the Grantee (and its agents and designees) for the benefit of the Lender Parties, a continuing security interest in all of the following property, whether now or hereafter existing or whether now owned or hereafter acquired (collectively, the “Patent Collateral”):

the Patents, together with (a) all rights and privileges arising under applicable Law with respect to use of any Patents, (b) all inventions and improvements described and claimed therein, (ii) continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (c) all income, license fees, royalties, damages, claims and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (d) the right to sue or otherwise recover for past, present, and future infringements thereof, and (e) all rights corresponding thereto throughout the world.

2. All capitalized terms used but not otherwise defined herein have the meanings given to them (including by reference) in the Security Agreement.

3. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Patent Collateral, and the security interest granted therein, are more fully set forth in the Security Agreement, the terms and provisions of which are

hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between this Patent Security Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

4. **THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

5. This Patent Security 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

CAPTEK SOFTGEL INTERNATIONAL, INC.

By: 

Name: For Wong

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

SCHEDULE A TO PATENT SECURITY AGREEMENT

Owner	Title	Patent No.	Patent Date	App. No.	App. Date
Captek Softgel International, Inc.	SOFT GEL COMPOSITIONS AND CAPSULES MADE FROM THE SAME	N/A	N/A	16289416	2019-02-28
Captek Softgel International, Inc.	ORALLY AVAILABLE ARTICLES CONTAINING AT LEAST ONE STABILIZED SUPPLEMENT THEREIN	N/A	N/A	16141070	2018-09-25