

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SEMPRAE LABORATORIES, INC.		01/26/2022	Corporation: DELAWARE
INNOVUS PHARMACEUTICALS, INC.		01/26/2022	Corporation: NEVADA
AYTU BIOPHARMA, INC.		01/26/2022	Corporation: DELAWARE
NOVALERE, INC.		01/26/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ECLIPSE BUSINESS CAPITAL LLC (f/k/a ENCINA BUSINESS CREDIT, LLC), as Agent
Street Address:	123 N. Wacker, Ste. 2400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Serial Number:	88016434	ZOLPIMIST
Serial Number:	88013915	ZOLPIMIST
Serial Number:	86239483	FLEXICHAMBER
Serial Number:	86724493	AYTU
Serial Number:	74595092	PROTASCINT
Serial Number:	97116304	OCTIQ
Serial Number:	90975334	AYTU CONSUMER HEALTH
Serial Number:	90760557	NASOVA
Serial Number:	90593532	AYTU CONSUMER HEALTH
Serial Number:	90524780	M.A.C. DEFENSE
Serial Number:	90599115	AGESENS
Serial Number:	90160351	AYTUMUNE
Serial Number:	90160190	AYTUMUNE
Serial Number:	88830315	E EURYCO-10

OP \$2315.00 88016434

Property Type	Number	Word Mark
Serial Number:	88838768	D DIABASENS
Serial Number:	88957976	STEROXIN
Serial Number:	88957866	DIGERYXIN OTC
Serial Number:	88877579	STEROXIN
Serial Number:	88877573	DIGERYXIN
Serial Number:	88838817	GLUCOGORX
Serial Number:	88684157	VARICOLESS
Serial Number:	88623032	REGOXIDINE
Serial Number:	88597743	INNOVUS PHARMA
Serial Number:	88498145	ICARESUP
Serial Number:	88466887	INNOVUS PHARMA
Serial Number:	88418893	OMEPRACARE DR
Serial Number:	88416815	REGOXIDINE
Serial Number:	88381293	DELTA PRIME SAVINGS CLUB
Serial Number:	88378275	BHT
Serial Number:	88356845	BEYOND HUMAN
Serial Number:	88331577	INNOVUS PHARMA
Serial Number:	88232445	PINILTREX
Serial Number:	88231719	SUPPLEMENT · HUNT S
Serial Number:	88230647	VITAROS
Serial Number:	88230638	RAYVA
Serial Number:	88230629	BREASTLIFT
Serial Number:	88230627	BREASTLIFT
Serial Number:	88228922	MZS
Serial Number:	88228774	SUPPLEMENT HUNT
Serial Number:	88223461	VITAROS
Serial Number:	88223453	RAYVA
Serial Number:	88179847	IRACILXL
Serial Number:	88179840	FLOVINTRO
Serial Number:	88179813	TREXAR
Serial Number:	88178462	BOSTON TOPICALS
Serial Number:	88065228	GLUCOGORX
Serial Number:	88057974	M MUSCLIN
Serial Number:	88040646	CARVANUM
Serial Number:	87957369	NEURITERX
Serial Number:	87843565	VESELE NO STRIPS
Serial Number:	87843540	VESELE
Serial Number:	87843458	URIVARX UTI STRIPS

Property Type	Number	Word Mark
Serial Number:	87843417	URIVARX
Serial Number:	87839918	VESELE
Serial Number:	87820758	MZS SLEEPING AID
Serial Number:	87794483	INNOVUS PHARMA
Serial Number:	87717770	DIABASENS
Serial Number:	87672904	THERMOMAX
Serial Number:	87657969	URIVARX
Serial Number:	87605268	BEYOND HUMAN
Serial Number:	87601188	FLUTICARE
Serial Number:	87527180	MUSCLIN
Serial Number:	87497489	ARTHRIVARX
Serial Number:	87464856	PEVARX
Serial Number:	87419117	PROSTAGORX
Serial Number:	87384668	RECALFOCUS
Serial Number:	87365742	APEAZ
Serial Number:	87365716	XYRALID
Serial Number:	87321960	ALLERVARX
Serial Number:	87321955	URIVARX
Serial Number:	87262502	FLUTICARE
Serial Number:	86361753	SENSUM+
Serial Number:	85082477	VESELE
Serial Number:	85967626	BEYOND HUMAN
Serial Number:	85914704	EJECTDELAY
Serial Number:	85412980	INNOVUS PHARMA
Serial Number:	77346838	HEALTHIFEET
Serial Number:	75469228	CARDIOTEK
Serial Number:	88746003	FLEXILON
Serial Number:	88682675	SEMPRAE
Serial Number:	88591106	FROM SCIENCE TO SOLUTION
Serial Number:	88591092	SEMPRAE LABORATORIES FROM SCIENCE TO SOL
Serial Number:	88312155	SEMPRAE LABORATORIES
Serial Number:	87882036	ZESTRA
Serial Number:	87878279	ZESTRA ESSENTIAL TINGLING OILS
Serial Number:	87626461	ZESTRA
Serial Number:	87601550	ZESTRA ESSENTIAL AROUSAL OILS
Serial Number:	85445196	ZESTRA GLIDE
Serial Number:	85284911	ZESTRA BLISS
Serial Number:	78884404	ZESTRA

Property Type	Number	Word Mark
Serial Number:	88355874	NOVALERE
Serial Number:	86224631	NOVALERE

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: 3122014000
Email: kristina.bunker@goldbergkohn.com
Correspondent Name: Goldberg Kohn Ltd., c/o Kristina Bunker
Address Line 1: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Kristina Bunker
SIGNATURE:	/kb/
DATE SIGNED:	01/27/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of January 26, 2022, and is by and among INNOVUS PHARMACEUTICALS, INC., a Nevada corporation ("**Innovus**"), SEMPRAE LABORATORIES, INC., a Delaware corporation ("**Semprae**"), AYTU BIOPHARMA, INC., a Delaware corporation ("**Aytu BioPharma**"), and NOVALERE, INC., a Delaware corporation ("**Novalere**"; and together with Innovus, Semprae and Aytu BioPharma, collectively, the "**Grantors**," and each individually, a "**Grantor**"), in favor of ECLIPSE BUSINESS CAPITAL LLC (f/k/a ENCINA BUSINESS CREDIT, LLC), as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

RECITALS

A. Each Grantor, the other Loan Party Obligors party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of October 2, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to each Grantor, NEOS THERAPEUTICS, INC., a Delaware corporation, NEOS THERAPEUTICS BRANDS, LLC, a Delaware limited liability company and NEOS THERAPEUTICS, LP, a Texas limited partnership, each as a Borrower, as provided therein.

B. Pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, each Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by a Grantor, execute, acknowledge, and deliver to such Grantor all instruments reasonably requested by such Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Each Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of such Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment

and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if such Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature pages follow]

Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

INNOVUS PHARMACEUTICALS, INC.,
a Nevada corporation

DocuSigned by:
By: Joshua Disbrow
Name: Joshua Disbrow
Title: Chief Executive Officer

SEMPRAE LABORATORIES, INC.,
a Delaware corporation

DocuSigned by:
By: Joshua Disbrow
Name: Joshua Disbrow
Title: Chief Executive Officer

AYTU BIOPHARMA, INC.,
a Delaware corporation

DocuSigned by:
By: Joshua Disbrow
Name: Joshua Disbrow
Title: Chief Executive Officer

NOVALERE, INC.,
a Delaware corporation

DocuSigned by:
By: Joshua Disbrow
Name: Joshua Disbrow
Title: Chief Executive Officer

Acknowledged by:

**ECLIPSE BUSINESS CAPITAL LLC (f/k/a
ENCINA BUSINESS CREDIT, LLC), as Agent**

By: 
Name: Brian Hynds
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
ZOLPIMIST	88016434	Registered	5684905	02/28/2019	Aytu BioPharma, Inc.
ZOLPIMIST	88013915	Registered	5689515	03/05/2019	Aytu BioPharma, Inc.
FLEXICHAMBER	86239483	Registered	4827962	10/06/2015	Aytu BioPharma, Inc.
AYTU	86724493	Registered	5182394	04/11/2017	Aytu BioPharma, Inc.
PROSTASCINT	74595092	Registered	2048135	03/25/1997	Aytu BioPharma, Inc.
OCTIQ	97116304	Pending application filed 11/09/2021	N/A	N/A	Innovus Pharmaceuticals, Inc.
AYTU CONSUMER HEALTH	90975334	Pending application filed 11/09/2021	N/A	N/A	Innovus Pharmaceuticals, Inc.
NASOVA	90760557	Pending application filed 06/08/2021	N/A	N/A	Innovus Pharmaceuticals, Inc.
AYTU CONSUMER HEALTH	90593532	Pending application filed 03/22/2021	N/A	N/A	Innovus Pharmaceuticals, Inc.
M.A.C. DEFENSE	90524780	Pending application filed 02/11/2021	N/A	N/A	Innovus Pharmaceuticals, Inc.
AGESENS	90599115	Registered	6576654	11/30/2021	Innovus Pharmaceuticals, Inc.
AYTUMUNE	90160351	Registered	6480548	09/07/2021	Innovus Pharmaceuticals, Inc.
AYTUMUNE	90160190	LIVE	6480547	09/07/2021	Innovus Pharmaceuticals, Inc.
E EURYCO-10	88830315	LIVE	6494268	09/21/2021	Innovus Pharmaceuticals, Inc.
D DIABASENS	88838768	Registered	6304234	03/30/2021	Innovus Pharmaceuticals, Inc.
STEROXIN	88957976	Registered	6324211	04/13/2021	Innovus Pharmaceuticals, Inc.
DIGERYXIN OTC	88957866	Registered	6324210	04/13/2021	Innovus Pharmaceuticals, Inc.
STEROXIN	88877579	Registered	6284752	03/02/2021	Innovus Pharmaceuticals, Inc.
DIGERYXIN	88877573	Registered	6284751	03/02/2021	Innovus Pharmaceuticals, Inc.
GLUCOGORX	88838817	Registered	6158211	09/22/2020	Innovus Pharmaceuticals, Inc.
VARICOLESS	88684157	Registered	6273812	02/16/2021	Innovus Pharmaceuticals, Inc.
REGOXIDINE	88623032	Registered	6055145	05/12/2020	Innovus Pharmaceuticals, Inc.
INNOVUS PHARMA	88597743	Registered	6023081	03/31/2020	Innovus Pharmaceuticals, Inc.
ICARESUP	88498145	Registered	5944190	12/24/2019	Innovus Pharmaceuticals, Inc.
INNOVUS PHARMA	88466887	Registered	5943825	12/24/2019	Innovus Pharmaceuticals, Inc.

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
OMEPRACARE DR	88418893	Registered	6065617	05/26/2020	Innovus Pharmaceuticals, Inc.
REGOXIDINE	88416815	Registered	5957832	01/07/2020	Innovus Pharmaceuticals, Inc.
DELTA PRIME SAVINGS CLUB	88381293	Registered	5893300	10/22/2019	Innovus Pharmaceuticals, Inc.
BHT	88378275	Registered	5874344	10/01/2019	Innovus Pharmaceuticals, Inc.
BEYOND HUMAN	88356845	Registered	5851637	09/03/2019	Innovus Pharmaceuticals, Inc.
INNOVUS PHARMA	88331577	Registered	5857357	09/10/2019	Innovus Pharmaceuticals, Inc.
PINILTREX	88232445	Registered	5841292	08/20/2019	Innovus Pharmaceuticals, Inc.
SUPPLEMENT HUNT S	88231719	Registered	5819664	07/30/2019	Innovus Pharmaceuticals, Inc.
VITAROS	88230647	Registered	6289963	03/09/2021	Innovus Pharmaceuticals, Inc.
RAYVA	88230638	Registered	5968839	01/21/2020	Innovus Pharmaceuticals, Inc.
BREASTLIFT	88230629	Registered	5912471	11/19/2019	Innovus Pharmaceuticals, Inc.
BREASTLIFT	88230627	Registered	5912470	11/19/2019	Innovus Pharmaceuticals, Inc.
MZS	88228922	Registered	5894715	10/29/2019	Innovus Pharmaceuticals, Inc.
SUPPLEMENT HUNT	88228774	Registered	5812156	07/23/2019	Innovus Pharmaceuticals, Inc.
VITAROS	88223461	Registered	6289954	03/09/2021	Innovus Pharmaceuticals, Inc.
RAYVA	88223453	Registered	5968807	01/21/2020	Innovus Pharmaceuticals, Inc.
IRACILXL	88179847	Registered	5898789	10/29/2019	Innovus Pharmaceuticals, Inc.
FLOVINTRO	88179840	Registered	5830310	08/06/2019	Innovus Pharmaceuticals, Inc.
TREXAR	88179813	Registered	5815306	07/23/2019	Innovus Pharmaceuticals, Inc.
BOSTON TOPICALS	88178462	Registered	5947488	12/31/2019	Innovus Pharmaceuticals, Inc.
GLUCOGORX	88065228	Registered	5691708	03/05/2019	Innovus Pharmaceuticals, Inc.
M MUSCLIN	88057974	Registered	5709304	03/26/2019	Innovus Pharmaceuticals, Inc.
CARVANUM	88040646	Registered	5765579	05/28/2019	Innovus Pharmaceuticals, Inc.
NEURITERX	87957369	Registered	5759199	05/21/2019	Innovus Pharmaceuticals, Inc.
VESELE NO STRIPS	87843565	Registered	5645366	01/01/2019	Innovus Pharmaceuticals, Inc.
VESELE	87843540	Registered	5600662	11/06/2018	Innovus Pharmaceuticals, Inc.
URIVARX UTI STRIPS	87843458	Registered	5645364	01/01/2019	Innovus Pharmaceuticals, Inc.
URIVARX	87843417	Registered	5624250	12/04/2018	Innovus Pharmaceuticals, Inc.
VESELE	87839918	Registered	5645355	01/01/2019	Innovus Pharmaceuticals, Inc.
MZS SLEEPING AID	87820758	Registered	5764852	05/28/2019	Innovus Pharmaceuticals, Inc.
INNOVUS PHARMA	87794483	Registered	5572238	05/29/2019	Innovus Pharmaceuticals, Inc.
DIABASENS	87717770	Registered	5588013	10/16/2018	Innovus Pharmaceuticals, Inc.
THERMOMAX	87672904	Registered	5491702	06/12/2018	Innovus Pharmaceuticals, Inc.

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
URIVARX	87657969	Registered	5547457	08/21/2018	Innovus Pharmaceuticals, Inc.
BEYOND HUMAN	87605268	Registered	5522808	07/24/2018	Innovus Pharmaceuticals, Inc.
FLUTICARE	87601188	Registered	5471512	05/15/2018	Innovus Pharmaceuticals, Inc.
MUSCLIN	87527180	Registered	5591316	10/23/2018	Innovus Pharmaceuticals, Inc.
ARTHIVARX	87497489	Registered	5403502	02/13/2018	Innovus Pharmaceuticals, Inc.
PEVARX	87464856	Registered	5403479	02/13/2018	Innovus Pharmaceuticals, Inc.
PROSTAGORX	87419117	Registered	5325876	10/31/2017	Innovus Pharmaceuticals, Inc.
RECALFOCUS	87384668	Registered	5337245	11/14/2017	Innovus Pharmaceuticals, Inc.
APEAZ	87365742	Registered	5296449	09/26/2017	Innovus Pharmaceuticals, Inc.
XYRALID	87365716	Registered	5397912	02/06/2018	Innovus Pharmaceuticals, Inc.
ALLERVARX	87321960	Registered	5325766	10/31/2017	Innovus Pharmaceuticals, Inc.
URIVARX	87321955	Registered	5325765	10/31/2017	Innovus Pharmaceuticals, Inc.
FLUTICARE	87262502	Registered	5331309	11/07/2017	Innovus Pharmaceuticals, Inc.
SENSUM+	86361753	Registered	4788787	08/11/2015	Innovus Pharmaceuticals, Inc.
VESELE	85082477	Registered	4214489	09/25/2012	Innovus Pharmaceuticals, Inc.
BEYOND HUMAN	85967626	Registered	4591320	08/26/2014	Innovus Pharmaceuticals, Inc.
EJECTDELAY	85914704	Registered	4593829	08/26/2014	Innovus Pharmaceuticals, Inc.
INNOVUS PHARMA	85412980	Registered	4455489	12/24/2013	Innovus Pharmaceuticals, Inc.
HEALTHIFEET	77346838	Registered	3502924	09/16/2008	Innovus Pharmaceuticals, Inc.
CARDIOTEK	75469228	Registered	2532414	01/22/2002	Innovus Pharmaceuticals, Inc.
FLEXILON	88746003	Registered	6290564	03/09/2020	Semprae Laboratories, Inc.
SEMPRAE	88682675	Registered	6019061	03/24/2020	Semprae Laboratories, Inc.
FROM SCIENCE TO SOLUTION	88591106	Registered	6013513	03/17/2020	Semprae Laboratories, Inc.
SEMPRAE LABORATORIES FROM SCIENCE TO SOLUTION	88591092	Registered	6018062	03/24/2020	Semprae Laboratories, Inc.
SEMPRAE LABORATORIES	88312155	Registered	5899103	10/29/2019	Semprae Laboratories, Inc.
ZESTRA	87882036	Registered	5653542	01/15/2019	Semprae Laboratories, Inc.
ZESTRA ESSENTIAL TINGLING OILS	87878279	Registered	5636940	12/25/2018	Semprae Laboratories, Inc.
ZESTRA	87626461	Registered	5568663	09/25/2018	Semprae Laboratories, Inc.
ZESTRA ESSENTIAL AROUSAL OILS	87601550	Registered	5522796	07/24/2018	Semprae Laboratories, Inc.

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
ZESTRA GLIDE	85445196	Registered	4283722	01/29/2013	Semprae Laboratories, Inc.
ZESTRA BLISS	85284911	Registered	4155425	06/05/2012	Semprae Laboratories, Inc.
ZESTRA	78884404	Registered	3222491	03/27/2007	Semprae Laboratories, Inc.
Novalere	88355874	Registered	5883646	10/15/2019	Novalere, Inc.
Novalere	86224631	Registered	4620829	10/14/2014	Novalere, Inc.