

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TheraGen LLC		08/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GPB Holdings II, LP		
Street Address:	535 West 24th Street, Floor 4		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4154549	AVIVAFIX	
Registration Number:	3967197	AVIVASTIM	
Registration Number:	3967198	AVIVATENS	
Registration Number:	3720117	KNEEHAB	
Registration Number:	2639442	NEUROTECH	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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:	215.864.8733		
Email:	macdonaldjb@ballardspahr.com		
Correspondent Name:	James B. MacDonald II		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
ATTORNEY DOCKET NUMBER:	00184321		
NAME OF SUBMITTER:	James B. MacDonald II		
SIGNATURE:	/James B. MacDonald II/		
DATE SIGNED:	08/17/2015		

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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated August 14, 2015 is made by TheraGen LLC, a Delaware limited liability company (the “**Company**”) and GPB Holdings II, LP, a Delaware limited partnership (the “**Purchaser**”). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, the Company and the Purchaser are parties to that certain Securities Purchase Agreement, dated August 14, 2015, pursuant to which the Company shall be required to sell, and the Purchaser shall purchase or have the right to purchase, the “**Note**” (as defined therein) issued pursuant thereto (as such Note may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, the “**Note**”) (the “**Securities Purchase Agreement**”);

WHEREAS, it is a condition precedent to the purchase of the Note under the Securities Purchase Agreement that the Company has executed and delivered that certain Security Agreement, dated August 14, 2015, made by the Company to the Purchaser (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”);

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Purchaser a security interest in, among other property, certain intellectual property of the Company, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities; and

WHEREAS, the Company has determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Company.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Purchaser to perform under the Securities Purchase Agreement, the Company agrees as follows

SECTION 1. Grant of Security. The Company hereby grants to the Purchaser a security interest in all of the Company’s right, title and interest in and to the following (the “**Collateral**”):

- (i) the Patents and Patent applications set forth in Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Company under this IP Security Agreement secures the payment of all Obligations of the Company now or hereafter existing under or in respect of the Note and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Company authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Company hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Purchaser with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this IP Security Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

(ii) Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this IP Security

Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the Supreme Court, State of New York, New York County, or the United States District Court for the Southern District of New York. Except with respect to disputes subject to arbitration (if any), each party hereby irrevocably submits to the exclusive jurisdiction of the Supreme Court, State of New York, New York County, or the United States District Court for the Southern District of New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this IP Security Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action, suit or proceeding to enforce any provisions of this IP Security Agreement, then the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

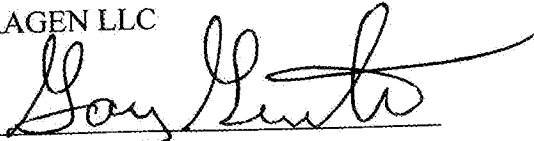
(iii) WAIVER OF JURY TRIAL, ETC. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

(iv) The Company irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

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

THERAGEN LLC

By 

Name: Gary Greter

Title: President & CEO

Address for Notices:

201-F Royal Street SE
Leesburg, Virginia 20175
Attention: Gary Greter

TRADEMARK

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

GPB HOLDINGS II, LP

By: 

Name: David Gentile

Title: General Partner

Address for Notices:

535 West 24th Street, Floor 4

New York, NY 10011

Attention: Dustin Muscato

[Signature page to Intellectual Property Security Agreement]

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Schedule A

Patents

Country/Region	Application No.	Filing Date	Patent No.	Grant Date
Europe	04743752.0	07 May 2004	-	-
Japan	2006-506629	07 May 2004	5192690	08 February 2013
Japan	2011-005533	07 May 2004	5465191	31 January 2014
United States	10/555732	07 May 2004	7,957,816	07 June 2011
United States	13/102668	07 May 2004	8,209,030	26 June 2012

Schedule B

Trademarks

TRADE MARK	Country	Status	Renewal Date	Application Number	Registration Number
AVIVAFIX	USA	Granted/Registered	05/06/2022	77954556	4154549
AVIVASTIM	USA	Granted/Registered	24/05/2021	77901570	3967197
AVIVATENS	USA	Granted/Registered	24/05/2021	77901578	3967198
KNEEHAB	Australia	Granted/Registered	29/10/2020	1391817	1391817
KNEEHAB	European Union	Granted/Registered	23/08/2022	2827103	2827103
KNEEHAB	USA	Granted/Registered	01/12/2019	78727873	3720117
Kneehab Fix	Germany	Granted/Registered	31/0/2020	302010050214	302010050214
Kneehab XP	Germany	Granted/Registered	30/04/2018	302008026488	302008026488
Kneehab XP	South Korea	Granted/Registered	19/03/2025	40-2014-40495	40-1094985
NEUROTECH	South Korea	Pending		40-2014-0069214	
MEDISTIM	Australia	Granted/Registered	29/10/2020	1391820	1391820
MEDITENS	Australia	Granted/Registered	29/10/2020	1391819	1391819
MEDITENS XP	European Union	Granted/Registered	11/10/2021	10332161	10332161
NEUROTECH	Australia	Granted/Registered	13/09/2020	1383345	1383345
NEUROTECH	Canada	Granted/Registered	02/04/2024	1356016	TMA737429
NEUROTECH	China	Granted/Registered	20/07/2024	11191843	11191843
NEUROTECH	European Union	Granted/Registered	31/07/2017	6087043	6087043
NEUROTECH	France	Granted/Registered	13/07/2016	1363604	1363604
NEUROTECH	India	Pending		2138568	
NEUROTECH	Japan	Granted/Registered	07/03/2018	2007-077930	5117312
NEUROTECH	South	Pending		40-2014-	

TRADE MARK	Country	Status	Renewal Date	Application Number	Registration Number
	Korea			0069214	
NEUROTECH	United Kingdom	Granted/Registered	01/10/2018	1478362	1478362
NEUROTECH	United Kingdom	Granted/Registered	02/07/2017	1270426	1270426
NEUROTECH	USA	Granted/Registered	22/10/2022	76363895	2639442
NEUROTECH	Ireland	Granted/Registered	15/12/2021	165635	165635
NT MEDITENS PLUS	European Union	Granted/Registered	12/10/2021	2409878	2409878
NT MEDISTIM PLUS	European Union	Granted/Registered	09/07/2023	3262714	3262714
QUATTROME D	Australia	Granted/Registered	29/10/2020	1391822	1391822

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RECORDED: 08/17/2015

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