

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354658

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:	Bio-Medical Research Limited		
Street Address:	Parkmore Business Park West		
City:	Parkmore, Galway		
State/Country:	IRELAND		
Entity Type:	COMPANY: IRELAND		
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:			
	<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:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire, c/o Smith Anderson Law		
Address Line 1:	PO Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
ATTORNEY DOCKET NUMBER:	013425.3		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/Perky L. Karmire/		
DATE SIGNED:	09/10/2015		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 14, 2015 (this “Agreement”), is made by and between TheraGen LLC, a Delaware limited liability company (“Grantor”), and Bio-Medical Research Limited, an Irish company (“Secured Party”). Capitalized terms used herein shall have the meanings assigned to such terms in that certain Stock Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and between Grantor and Secured Party.

RECITALS

WHEREAS, Grantor and Secured Party are entering into the Purchase Agreement, pursuant to which Grantor will acquire all of the issued and outstanding shares of common stock of Neurotech NA, Inc., a Delaware corporation (the “Company”) from Secured Party.

WHEREAS, as a condition precedent to executing the Purchase Agreement, the parties are required to execute and deliver this Agreement, pursuant to which Grantor shall grant to Secured Party a security interest in certain of the Company’s Intellectual Property to secure the Earn Out payment obligations of Secured Party under the Purchase Agreement.

WHEREAS, in connection with the execution of the Purchase Agreement, the parties are entering into an Assignment Agreement for the assignment of certain patents from Secured Party to Grantor.

WHEREAS, in connection with the execution of the Purchase Agreement, the parties are entering into an Assignment Agreement for the assignment of certain trademarks from Secured Party to Grantor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure certain obligations of Grantor under the Purchase Agreement as set forth in Section 2 hereof, Grantor grants to Secured Party a security interest in Grantor’s right, title and interest in, to, and under the following (collectively, the “Collateral”):

- a. the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);
- b. the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “Trademarks”);
- c. all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- e. any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Secured Obligations. The Collateral secures the due and prompt payment of the Earn Out and the Deferred Purchase Price under the Purchase Agreement, if and when due, pursuant and subject to the terms set forth therein (the “Secured Obligations”).
 3. Recordation; Perfection of Security Interest and Further Assurances.
 - a. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other government officials to record and register this Agreement upon request by Secured Party.
 - b. The Grantor shall, from time to time, as may be reasonably required by the Secured Party with respect to all Collateral, take all actions as may be requested by the Secured Party to perfect the security interest of the Secured Party in the Collateral, subordinated only to the security interests of GPB Holdings II, LP pursuant to security arrangements in existence as of the date hereof. The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.
 4. Representations and Warranties. The Grantor represents and warrants as follows:
 - a. At the time the Collateral becomes subject to the lien and security interest created by this Agreement, the Grantor will be the sole, direct, legal and beneficial owner thereof, free and clear of any lien, security interest, encumbrance, claim, option or right of others except for the security interest created by this Agreement, other than a senior security interest in favor of GPB Holdings II, LP.
 - b. The pledge of the Collateral pursuant to this Agreement creates a valid and perfected second priority security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.
 - c. It has full power, authority and legal right to pledge the Collateral pursuant to this Agreement.
 - d. Each of this Agreement and the Loan Agreement has been duly authorized, executed and delivered by the Grantor and constitutes a legal, valid and binding obligation of the Grantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors’ rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

5. Covenants. The Grantor covenants as follows:
- a. The Grantor shall, at its own cost and expense, defend title to the Collateral and the lien and security interest of the Secured Party therein against the claim of any person claiming against or through the Grantor and shall maintain and preserve such perfected priority security interest, second only in priority to the security interest of GPB Holdings II, LP for so long as this Agreement shall remain in effect.
 - b. The Grantor will not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever on, any of the Collateral or any interest therein except with the prior written consent of the Secured Party.
 - c. The Grantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement.
6. Termination; Release. On the date on which all Secured Obligations have been paid and performed in full, the Secured Party will, at the request and sole expense of the Grantor, (a) duly assign, transfer and deliver to or at the direction of the Grantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement.
7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and permitted assigns
8. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the state of New York, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.
9. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patent and Trademarks subject to a security interest hereunder.
10. Addresses For Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Purchase Agreement, and addressed to the respective parties at their addresses as specified on the signature pages hereof or as to either party at such other address as shall be designated by such party in a written notice to each other party.
11. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Grantor therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and the Grantor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Agreement shall become effective when each party shall have received a counterpart hereof signed by all of the other parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SELLER:

Address of Seller:

BIO-MEDICAL RESEARCH LIMITED

Bio-Medical Research Limited
Parkmore Business Park West
Parkmore, Galway, Ireland
Attn: Padraic Clarke

By:  _____

Name: Padraic Clarke

Title: Director

GRANTOR:

Address of Buyer:

THERAGEN, LLC

Theragen LLC
201-F Royal Street SE
Leesburg, Virginia 20175
Attn: Gary Grenter

By: _____

Name:

Title:

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005620 FRAME: 0454

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SELLER:

Address of Secured Party:

BIO-MEDICAL RESEARCH LIMITED

Bio-Medical Research Limited
Parkmore Business Park West
Parkmore, Galway, Ireland
Attn: Padraic Clarke

By: _____

Name: Padraic Clarke

Title: Director

GRANTOR:

Address of Grantor:

THERAGEN LLC

Theragen LLC
201-F Royal Street SE
Leesburg, Virginia 20175
Attn: Gary Greuter

By:  _____

Name: Gary Greuter

Title: President & CEO

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

Patents and Patent Applications

Country/Region	Application No.	Filing Date	Patent No.	Grant Date
PATENTS/PATENT APPLICATIONS				
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 2

Trademark Registrations and Applications

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 & Device (in colour)	South Korea	Granted/Registered	19/03/2025	40-1094985	40-1094985
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	

TRADE MARK	Country	Status	Renewal Date	Application Number	Registration Number
NEUROTECH	Japan	Granted/Registered	07/03/2018	2007-077930	5117312
NEUROTECH	South Korea	Pending		40-2014-0069214	
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
QUATTROMED	Australia	Granted/Registered	29/10/2020	1391822	1391822