# OP \$215.00 8517586;

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM590934

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SANUWAVE, INC.		08/06/2020	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name: NH EXPANSION CREDIT FUND HOLDINGS LP	
Street Address:	1585 Broadway, 39th floor
Internal Address: Attn: Debra Abramovitz	
City: New York	
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Partnership: DELAWARE

### **PROPERTY NUMBERS Total: 8**

Property Type Number		Word Mark		
Serial Number:	85175862	DAP DIFFUSED ACOUSTIC PRESSURE		
Serial Number:	85165097	PROFILE		
Serial Number:	77845292	ORTHOPACE		
Serial Number:	77200273	PACE PULSED ACOUSTIC CELLULAR EXPRESSION		
Serial Number:	77141858	SANUWAVE		
Serial Number:	77141427	DERMAPACE		
Serial Number:	75123779	ORTHOTRIPSY		
Serial Number:	75123776	OSSATRON		

#### **CORRESPONDENCE DATA**

**Fax Number:** 3102843894

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:** 4242393744

Email: susan.yates@btlaw.com

Correspondent Name: Susan Yates

Address Line 1:2029 Century Park E Ste 300Address Line 4:Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER: Susan Yates

TRADEMARK REEL: 007023 FRAME: 0550

900563149

SIGNATURE:	/Susan Yates/
DATE SIGNED:	08/07/2020

## **Total Attachments: 14**

source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page1.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page3.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page3.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page4.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page5.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page7.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page8.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page9.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page10.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page11.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page12.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page12.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page12.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page13.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page13.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page13.tif source=4b.) NH Expansion Credit - Sanuwave, Inc. - IP Security Agreement (8.2020)\_Executed#page14.tif

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 6, 2020 (this "Agreement"), by and between NH EXPANSION CREDIT FUND HOLDINGS LP ("North Haven Expansion"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent"), on behalf of the Holders (as defined below), and SANUWAUVE, INC., a Delaware corporation ("Grantor"), is made with reference to (i) that certain Note and Warrant Purchase and Security Agreement, dated as of the date hereof, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and among Agent, the Holders from time to time signatory hereto, including North Haven Expansion in its capacity as a Holder (each, a "Holder" and collectively, the "Holders"), and SANUWAVE HEALTH, INC., a Nevada corporation and (ii) that certain Third Party Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Agent, Grantor and the other Grantors from time to time party thereto. Terms defined in the Security 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:

- 1. <u>Security Interest</u>. To secure the Guarantor Obligations under and as defined in the Security Agreement, Grantor grants to Agent 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:
- (a) copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret. (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 Grantor 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 foregoing, 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.

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- 2. Rights Cumulative. The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security 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 Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.
  - 3. Governing Law. New York law governs this Agreement without regard to principles of conflicts of law.
- 4. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together, constitute one Agreement.

DMS 17753305

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

GRANTOR:	AGENT:
SANUWAUVE, INC., a Delaware corporation	NH EXPANSION CREDIT FUND HOLDINGS LP
By/ Air Gradute	By: MS Expansion Credit GP, L.P. Its: General Partner  By: MS Expansion Credit GP Inc.
Name: Lisa E. Sundstrom	Its: General Partner
Title: Chief Financial Officer	Ву:
Address for Notices:	Name: William Reiland
Attn: Lisa E. Sundstrom, Chief Financial Officer 3360 Martin Farm Road, Suite 100 Suwanee, Georgia 30024	Title: Managing Director
Fax:	Address for Notices: Attn: Debra Abramovitz 1585 Broadway, 39th Floor New York, NY 10036

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

GRANTOR:	AGENT:
SANUWAUVE, INC., a Delaware corporation	NH EXPANSION CREDIT FUND HOLDINGS LP
	By: MS Expansion Credit GP, L.P. Its: General Partner
By:	
Name:	By: MS Expansion Credit GP Inc. Its: General Partner
Title:	By: DESID Q
Address for Notices:	Name: William Reiland
Attn: Lisa E. Sundstrom, Chief Financial Officer 3360 Martin Farm Road, Suite 100 Suwanee, Georgia 30024	Title: Managing Director
Fax:	
	Address for Notices:
	Atm: Debra Abramovitz
	1585 Broadway, 39th Floor
	New York, NY 10036

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

GRANTOR:	AGENT:
SANUWAUVE, INC., a Delaware corporation	NH EXPANSION CREDIT FUND HOLDINGS LP
By:	By: MS Expansion Credit GP, L.P. Its: General Partner  By: MS Expansion Credit GP Inc.
Name:	Its: General Partner
Title:	Ву:
Address for Notices:	Name:
Attn: Lisa E. Sundstrom, Chief Financial Officer 3360 Martin Farm Road, Suite 100	Title:
Suwanee, Georgia 30024 Fax:	
	Address for Notices: Attn: Debra Abramovitz 1585 Broadway, 39th Floor New York, NY 10036

# EXHIBIT A

# **COPYRIGHTS**

# Please Check if No Copyrights Exist ☑

Type Of Work:	<u>Title:</u>	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Preregistered?

DMS 17753305.3

# Ехнівіт В

# **TRADEMARKS**

# Please Check if No Trademarks Exist □

Mark / Title:	U.S. Serial Number:	<u>U.S. Registration</u> <u>Number:</u>	Filing Date:
DAP DIFFUSED ACOUSTIC PRESSURE	85175862	4096994	11/12/10
PROFILE	85165097	4084882	10/29/10
ORTHOPACE	77845292	3923924	10/9/09
PACE PULSED ACOUSTIC CELLULAR EXPRESSION	77200273	3934716	6/7/07
SANUWAVE	77141858	3517256	3/27/07
DERMAPACE	77141427	3900914	3/27/07
ORTHOTRIPSY	75123779	2139652	6/21/96
OSSATRON	75123776	2154207	6/21/96

DMS 17753305.3

# EXHIBIT C

# **PATENTS**

# Please Check if No Patents Exist □

<u>Title:</u>	Patent Number:	Application Serial Number:	Issued Or Published?	Issue Date:
SHOCKWAVE AND PRESSURE WAVES FOR TREATMENT OF VIRUS OR BACTERIA- INDUCED EFFECTS IN THE HUMAN OR ANIMAL LUNGS		63/004,428		
INFECTED PROSTHESIS AND IMPLANT TREATMENT WITH ACOUSTIC PRESSURE SHOCK WAVES		16/789,029		
INFECTED PROSTHESIS AND IMPLANT TREATMENT WITH ACOUSTIC PRESSURE SHOCK WAVES		16/513,204	PUBLISHED	
SHOCK WAVE DEVICE WITH FAR FIELD FOCUSED REFLECTORS		16/513,204	PUBLISHED	
SYSTEMS AND METHODS FOR ACTIVATING AND DEWATERING SLUDGE USING ACOUSTIC		16/504,607	PUBLISHED	

DMS 17753305.3

<u>Title:</u>	Patent Number:	Application Serial Number:	Issued Or Published?	Issue Date:
PRESSURE SHOCK WAVES				
SYSTEMS AND METHODS FOR SEPARATING SURFACE MATERIALS FROM A FLUID USING ACOUSTIC PRESSURE SHOCK WAVES		16/504,583	PUBLISHED	
SHOCK WAVES FOR OIL SEPARATION		16/365,808	PUBLISHED	
ACOUSTIC PRESSURE SHOCK WAVES USED FOR PERSONALIZED MEDICAL TREATMENT OF TISSUE CONDITIONS		15/858,458	PUBLISHED	
DISTRIBUTOR PRODUCT PROGRAMMING SYSTEM		15/812,598	PUBLISHED	
ACOUSTIC PRESSURE SHOCK WAVES USED FOR MEAT PROCESSING		15/801,675	PUBLISHED	
SHOCK WAVES FOR PIPE CLEANING	10,378,314	15/784,508	ISSUED	08/13/2019
SYSTEMS AND METHODS FOR SEPARATING HEAVY WATER	10,562,793	15/353,216	ISSUED	02/18/2020

<u>Title:</u>	Patent Number:	Application Serial Number:	<u>Issued Or</u> <u>Published?</u>	Issue Date:
FROM NORMAL WATER USING ACOUSTIC PRESSURE SHOCK WAVES				
MEMBRANE CLEANING AND DESALINATION WITH A MEMBRANE USING ACOUSTIC PRESSURE SHOCK WAVES	10,457,571	15/351,514	ISSUED	10/29/2019
WATER DESALINATION USING FREEZE CRYSTALLIZATION AND ACOUSTIC PRESSURE SHOCK WAVES	10,246,349	15/350,216	ISSUED	04/02/2019
CLEANING AND GROOMING WATER SUBMERGED STRUCTURES USING ACOUSTIC PRESSURE SHOCK WAVES	9,840,313	15/264,721	ISSUED	12/12/2017
ACOUSTIC PRESSURE SHOCK WAVE DEVICES AND METHODS FOR FLUIDS PROCESSING	10,053,376	15/230,765	ISSUED	08/21/2018
TISSUE DISINFECTION WITH ACOUSTIC PRESSURE SHOCK WAVES	10,569,106	15/135,716	ISSUED	02/25/2020

<u>Title:</u>	Patent Number:	Application Serial Number:	<u>Issued Or</u> <u>Published?</u>	Issue Date:
SHOCK WAVE ELECTRODES WITH FLUID HOLES	9,566,209	14/929,899	ISSUED	02/14/2017
OCCLUSION AND CLOT TREATMENT WITH INTRACORPOREAL PRESSURE SHOCK WAVES		14/874,650	ALLOWED	
BLOOD VESSEL TREATMENT WITH INTRACORPOREAL PRESSURE SHOCK WAVES	10,238,405	14/865,744	ISSUED	03/26/2019
EXTRACORPOREAL PRESSURE SHOCK WAVE DEVICES WITH REVERSED APPLICATORS AND METHODS FOR USING THESE DEVICES	9,522,011	14/857,360	ISSUED	12/20/2016
EXTRACORPOREAL PRESSURE SHOCK WAVE DEVICES WITH MULTIPLE REFLECTORS AND METHODS FOR USING THESE DEVICES	10,058,340	14/272,155	ISSUED	08/28/2018
METHODS FOR CLEANING AND STERILIZATION OF IMPLANT TISSUE EX VIVO WITH SHOCK WAVES	9,119,888	14/228,897	ISSUED	09/01/2015
METHODS FOR CLEANING AND TENDERIZING	9,095,632	14/228,976	ISSUED	08/04/2015

<u>Title:</u>	Patent Number:	Application Serial Number:	<u>Issued Or</u> <u>Published?</u>	Issue Date:
ANIMAL MEAT WITH SHOCK WAVES				
EXTRACORPOREAL PRESSURE SHOCK WAVE DEVICES WITH REVERSED APPLICATORS AND METHODS FOR USING THESE DEVICES	9,161,768	14/036,461	ISSUED	10/25/2015
INCREASE ELECTRODE LIFE IN DEVICES USED FOR EXTRACORPOREAL SHOCKWAVE THERAPY (ESWT)	9,198,825	13/923,531	ISSUED	12/01/2015
APPARATUSES AND METHODS FOR GENERATING SHOCK WAVES FOR USE IN THE ENERGY INDUSTRY	9,057,232	13/866,134	ISSUED	06/16/2015
METHODS AND DEVICES FOR CLEANING AND STERILIZATION WITH SHOCK WAVES	8,685,317	13/719,964	ISSUED	04/01/2014
USE OF PRESSURE WAVES FOR STIMULATION, PROLIFERATION, DIFFERENTIATION AND POST- IMPLANTATION	8,728,809	12/900,818	ISSUED	05/20/2014

Title:	Patent Number:	Application Serial Number:	<u>Issued Or</u> <u>Published?</u>	Issue Date:
VIABILITY OF STEM CELLS				
METHODS AND DEVICES FOR CLEANING AND STERILIZATION WITH SHOCK WAVES	8,343,420	12/884,511	ISSUED	01/01/2013
EXTRACORPOREAL PRESSURE SHOCK WAVE DEVICE	8,556,813	12/832,932	ISSUED	10/15/2013
DEVICE FOR PRODUCING ELECTRICAL DISCHARGES IN AN AQUEOUS MEDIUM	6,972,116	95/001,321	ISSUED	01/09/2014
MEDICAL TREATMENT SYSTEM INCLUDING AN ANCILLARY MEDICAL TREATMENT APPARATUS WITH AN ASSOCIATED DATA STORAGE MEDIUM	8,961,441	12/437,411	ISSUED	02/24/2015
DEVICE FOR THE APPLICATION OF ACOUSTIC SHOCK WAVES	8,088,073	10/952,806	ISSUED	01/03/2012
APPARATUS FOR GENERATING SHOCK WAVES WITH PIEZOELECTRIC FIBERS	7,867,178	10/779,696	ISSUED	01/11/2011

<u>Title:</u>	Patent Number:	Application Serial Number:	<u>Issued Or</u> <u>Published?</u>	Issue Date:
INTEGRATED IN A COMPOSITE				
METHOD AND APPARATUS FOR PRODUCING SHOCK WAVES FOR MEDICAL APPLICATIONS	8,092,401	10/176,647	ISSUED	01/10/2012
APPARATUS FOR ADMINISTERING ACOUSTIC SHOCK WAVES HAVING A REMOVABLE AND REPLACEABLE COMPONENT WITH A DATA STORAGE MEDIUM	7,364,554	10/154,393	ISSUED	04/29/2008
DEVICE FOR PRODUCING ELECTRICAL DISCHARGES IN AN AQUEOUS MEDIUM	6,972,116	10/099,876	ISSUED	12/06/2005
METHOD AND APPARATUS FOR GENERATING SHOCK WAVES	6,666,834	10/044,838	ISSUED	12/23/2003

**RECORDED: 08/07/2020**