

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERAGEN, INC.		09/19/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87071730	APPLIED ENERGY FOR HEALING AND PAIN RELI	
Serial Number:	86538931	ACTASTIM	
Serial Number:	86538926	THERAGEN	
Serial Number:	86538913	THERAGEN	
Registration Number:	2639442	NEUROTECH	
Registration Number:	3967197	AVIVASTIM	
Registration Number:	3967198	AVIVATENS	
Registration Number:	4154549	AVIVAFIX	
Registration Number:	3720117	KNEEHAB	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	(919) 314-3114		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		

CH \$240.00 87071730

NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	/NICHOLASNANCE-JLT/
DATE SIGNED:	09/25/2017
Total Attachments: 6 source=Theragen - IPSA - Executed 09-19-17#page1.tif source=Theragen - IPSA - Executed 09-19-17#page2.tif source=Theragen - IPSA - Executed 09-19-17#page3.tif source=Theragen - IPSA - Executed 09-19-17#page4.tif source=Theragen - IPSA - Executed 09-19-17#page5.tif source=Theragen - IPSA - Executed 09-19-17#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 19, 2017 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and THERAGEN, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Neurotech NA, Inc. and Grantor dated August 19, 2016 (as the same may be amended, modified or supplemented from time to time, including without limitation by that certain Second Amendment to Loan and Security Agreement dated on or about the date hereof, the "Loan Agreement").

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

D. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

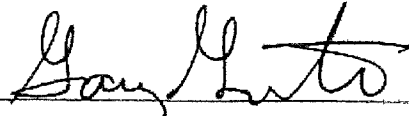
GRANTOR:

Address of Grantor:

11220 Assett Loop, Suite 101
Manassas, VA 20109

THERAGEN, INC.

By:



Name:

Gary Greuter

Title:

CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Legal Department

PACIFIC WESTERN BANK

By:



Name:

Evan Travis

Title:

SVP

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

EXHIBIT B

PATENTS

<u>Description</u>	<u>Issued Patent No.</u>	<u>Issue Date</u>
Apparatus for applying electrical current to the neuromuscular system	7957816	6/7/2011
Apparatus for applying electrical current to a user's leg muscles	8209030	6/26/2012

EXHIBIT C

TRADEMARKS

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/ Application Date</u>
APPLIED ENERGY FOR HEALING AND PAIN RELIEF	87071730	6/15/2016
ACTASTIM	86538931	2/18/2015
THERAGEN	86538926	2/18/2015
THERAGEN	86538913	2/18/2015
NEUROTECH	2639442	10/22/02
AVIVASTIM	3967197	5/24/11
AVIVATENS	3967198	5/24/11
AVIVAFIX	4154549	6/5/12
KNEEHAB	3720117	12/1/09

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