

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospira Florida LLC		04/05/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P.		
Street Address:	201 Main Street		
Internal Address:	Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3677929	NPI	
Registration Number:	4139430	NPI NATIONAL PAIN INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	9132731882		
<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:	913-234-7526		
Email:	uspt@polsinelli.com		
Correspondent Name:	Lawrence A. Swain		
Address Line 1:	6201 College Blvd.		
Address Line 2:	Suite 500		
Address Line 4:	Overland Park, KANSAS 66211		
ATTORNEY DOCKET NUMBER:	089693-591892		
NAME OF SUBMITTER:	Geneva Reimer		
SIGNATURE:	/Geneva Reimer/		
DATE SIGNED:	04/05/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “IP Security Agreement”) is made and effective as of April 5, 2018, by **PROSPIRA FLORIDA LLC**, a Florida limited liability company (the “Grantor”), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Collateral Agent (“Agent”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Prospira PainCare, Inc., a Delaware corporation (“Borrower”), Prospira Paincare Holdings, LLC, a Delaware limited liability company (“Holdings”), Grantor and certain Subsidiaries of Borrower party thereto from time to time, the Lenders party thereto from time to time and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Borrower (the “Loans”); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that the Grantor shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the “IP Collateral”):

(a) [Reserved];

(b) [Reserved];

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule A attached hereto and all goodwill associated with the foregoing (collectively, the “Trademarks”); provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be IP Collateral unless and until an amendment to allege use or a statement of use has been filed in,

and accepted by, the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the IP Collateral;

(d) The domain names and registrations set forth on Schedule B attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted), as applicable, file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantor’s request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of

counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

(c) This IP Security Agreement and the rights and obligations hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles thereof.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this IP Security Agreement as of the date first written above.

GRANTOR:

PROSPIRA FLORIDA LLC, a Florida
limited liability company

By: _____

Name: Ron Fleming

Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006307 FRAME: 0441

SCHEDULE A

TRADEMARK COLLATERAL

Registered Trademarks:

Grantor	Names	Registration Date	Registration Number
Prospira Florida LLC	NPI	September 1, 2009	3677929
Prospira Florida LLC	NPI NATIONAL PAIN INSTITUTE and Design	May 8, 2012	4139430

SCHEDULE B
DOMAIN NAMES

None.