

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROSELAND MANAGEMENT, LLC		11/09/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CAPITAL SOUTHWEST CORPORATION		
Street Address:	5400 LBJ FREEWAY, TOWER 1, SUITE 1300		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Agent: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4561622	PRECISION SPINE CARE	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	AISHA NOOR		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067673-0019		
NAME OF SUBMITTER:	Stephanie Hernandez		
SIGNATURE:	/Stephanie Hernandez/		
DATE SIGNED:	11/19/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “IP Security Agreement”) dated as of November 9, 2018, is made by **ROSELAND MANAGEMENT, LLC**, a Texas limited liability company (“Grantor”), in favor of **CAPITAL SOUTHWEST CORPORATION**, as agent for Lenders (defined below) (together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, Grantor has entered into that certain Loan and Security Agreement with the Agent, certain financial institutions from time to time party thereto (collectively, the “Lenders”), and Roseland Holdings, LLC, a Delaware limited liability company, dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Loan and Security Agreement”);

WHEREAS, under the terms of the Loan and Security Agreement and the other Loan Documents, Grantor has granted to the Agent, on behalf of the Lenders, a security interest in, among other property, all Intellectual Property (as defined in the Loan and Security Agreement) of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Loan and Security Agreement, or if not therein, in the Uniform Commercial Code as in effect in the State of Texas.

SECTION 2. Grant of Security. Grantor hereby grants to the Agent, on behalf of the Lenders, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those set forth on Schedule A hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those set forth on Schedule A hereto;
- (iv) 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 United States and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury 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

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

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **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 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Loan and Security Agreement and the other Loan Documents. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Loan and Security Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this IP Security Agreement and the Loan and Security Agreement, the Loan and Security Agreement shall control.

SECTION 7. **Governing Law.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

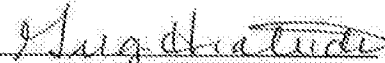
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IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

ROSELAND MANAGEMENT, LLC

By: Roseland Holdings, LLC
its Manager and Sole Member

By: 
Name: Greg H. Petrides
Title: Manager

(Signature Page to Intellectual Property Security Agreement)

TRADEMARK
REEL: 006539 FRAME: 0658

AGENT:

CAPITAL SOUTHWEST CORPORATION

By: 
Name: Douglas Kelley
Title: Managing Director

(Signature Page to Intellectual Property Security Agreement)

TRADEMARK
REEL: 006539 FRAME: 0659

SCHEDULE A
TO
IP SECURITY AGREEMENT

Patents:

None.

Copyrights:

None.

Registered Trademarks:

- a. Precision Spine Care – Registration No. 4,561,622, Registered July 1, 2014

Trade/Assumed Names:

- a. Roseland Pharmacy
- b. Charles R. Gordon, M.D., P.A.
- c. Gordon Spine
- d. Gordon Spine Associates
- e. Axis Spine Care
- f. Aaron Calodney, M.D., P.A.
- g. Precision Spine Care
- h. Precision Spine Imaging
- i. Precision Spine Care – Longview
- j. Precision Spine Care – Tyler
- k. Precision Spine Care – Frisco
- l. Precision Med Care
- m. Precision Pain Associates
- n. Precision Pain Consultants
- o. Precision Pain Med
- p. Precision Pain Relief
- q. Precision Pain Specialists
- r. Precision Pharmacy
- s. PSC Pharmacy
- t. PSC Texas
- u. PSC Tyler
- v. Roseland Management
- w. Roseland Management Company
- x. Integrity Stem Cell Institute
- y. I Spine Texas
- z. My Personal Spine Care
- aa. Texas Institute of Cellular Therapy
- bb. Texas Stem Cell Group
- cc. TLC Spine Care

Domain Names:

Domain	Registrant
precisionspinecare.com	Gordon Spine Associates
cellregiment.com	Gordon Spine Associates
cellulartreatmentcenters.com	Gordon Spine Associates
charlesgordonmd.com	Gordon Spine Associates
gordonspine.com	Gordon Spine Associates
innovationphysicians.com	Gordon Spine Associates
innovationspinecare.com	Gordon Spine Associates
integritystemcellinstitute.com	Gordon Spine Associates
ispinetexas.com	Gordon Spine Associates
newcelltherapy.com	Gordon Spine Associates
precisionpainmed.com	Gordon Spine Associates
precisionpainrelief.com	Gordon Spine Associates
precisionpainspecialists.com	Gordon Spine Associates
precisionspinecare.com	Gordon Spine Associates
pscpharmacy.com	Gordon Spine Associates
psctx.com	Gordon Spine Associates
psctyler.com	Gordon Spine Associates
texasinstituteofcellulartherapy.com	Gordon Spine Associates
texasstemcellgroup.com	Gordon Spine Associates
theroselandpharmacy.com	Gordon Spine Associates
tlcspinecare.com	Gordon Spine Associates
reviveyourstory.com	Gordon Spine Associates