

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LiteCure LLC		09/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., successor to RBS Citizens, National Association		
Street Address:	45 Dan Road, MCD 110		
Internal Address:	c/o Restructuring Management		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	88089558	EMPOWER IQ	
Serial Number:	87900851	DEEP TISSUE LASER THERAPY	
Serial Number:	86080806	INFLUENCE	
Serial Number:	86168175	COMPANION ANIMAL HEALTH	
Serial Number:	85978419	LIGHTFORCE	
Serial Number:	85297404	LASER LIAISON	
Serial Number:	85071429	LASERS FOR LIFE	
Serial Number:	85631339	DTLT THERAPY	
Serial Number:	85631332	DTLT	
Serial Number:	77904956	SMART COAT	
Serial Number:	77915495	COMPANION	
Serial Number:	77018503	PEGASUS	
Serial Number:	77257967	MASSAGE-LASER	
Serial Number:	77257946	LASER-MASSAGE	
Serial Number:	77159756	COMPANION THERAPY LASER	
Serial Number:	77018462	LITECURE	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 88089558

Fax Number: 2155648120

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: 215-564-8703

Email: kgibson@stradley.com

Correspondent Name: Kyle Gibson

Address Line 1: 2005 Market Street, Suite 2600

Address Line 2: Stradley Ronon Stevens & Young, LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Kyle Gibson
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SIGNATURE:	/s/KDG
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DATE SIGNED:	10/08/2019
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Security Agreement**”) is made effective as of the 30th day of September, 2019, by and among **LITECURE LLC** (“**Assignor**”) and **CITIZENS BANK, N.A.**, successor to RBS Citizens, National Association (“**Bank**”).

BACKGROUND

A. In accordance with the terms of that certain Credit and Security Agreement dated as of September 30, 2013, by and between LiteCure LLC and Bank (as amended by that certain Amendment to Credit and Security Agreement dated September 29, 2014, that certain Second Amendment to Credit and Security Agreement dated June 3, 2015, that certain Third Amendment to Credit and Security Agreement dated September 29, 2015, that certain Fourth Amendment to Credit and Security Agreement dated December 11, 2015, that certain Fifth Amendment to Credit and Security Agreement dated as of June 28, 2016, and as the same may be further amended, supplemented, extended, renewed or otherwise modified from time to time, collectively the “**Credit Agreement**” and that certain Forbearance Agreement by and among Assignor, LiteCure Holdings, LLC, SV VI-B LiteCure Blocker Corp and Bank dated as of August 7, 2019 (and as the same may be further amended, supplemented, extended, renewed or otherwise modified from time to time the “**Forbearance Agreement**”; together with the Credit Agreement, collectively, the “**Credit Documents**”), Bank agreed to extend to Assignor certain credit facilities and other financial accommodations as set forth therein.

B. The Credit Documents provide, inter alia, that Assignor will grant to Bank security interests in various assets of Assignor, including, without limitation, Assignor’s patents and trademarks.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Credit Documents.** The Credit Agreement and the Forbearance Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Documents.

2. **Security Interest.**

(a) **Security Interest in Patents.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby collaterally assigns, mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the “**Collateral**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit "A"**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) **Security Interest in Trademarks.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements.** Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Credit Agreement and Forbearance Agreement shall have been terminated, no Assignor will, without Bank's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement, the Credit Agreement, or the Forbearance Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Bank under this Security Agreement.

4. **New Patents and Trademarks.** Assignor represents and warrants that the Patents and Trademarks listed on **Exhibits "A" and "B"**, respectively, constitute all of the patents and trademarks and applications now owned by Assignor. If, before all Bank Indebtedness shall have been satisfied in full and the Credit Agreement and Forbearance Agreement shall have been terminated, any Assignor shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, or trademark registrations, or (b) become entitled to the benefit of any patent or trademark, trademark, trademark registration, or servicemark, tradename, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Bank prompt written notice thereof. Assignor hereby authorizes Bank to modify this Security Agreement by amending **Exhibit "A" and "B"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, and trademark applications which are Patents or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 4**.

Assignor hereby agrees to provide to Bank such assignment or other documentation as Bank may request to record Bank's lien on such future Patents and Trademarks.

5. **Royalties; Term.** Assignor hereby agrees that the use by Bank of all Patents and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Bank to Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents and Trademarks assigned hereunder, or (b) the date on which all Bank Indebtedness has been paid in full and the Credit Agreement and Forbearance Agreement are terminated.

6. **Bank's Right to Inspect.** Bank shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents or Trademarks, without the prior written consent of Bank; (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without Bank's express written consent; and (d) to provide Bank, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Duties of Assignor.** Assignor shall have the duty (a) to prosecute diligently any patent and trademark application pending as of the date hereof or thereafter until all Bank Indebtedness shall have been paid in full and the Credit Agreement and the Forbearance Agreement are terminated, (b) to make application on unpatented but patentable inventions and on trademarks, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor will not abandon any right to file a patent or trademark application, or any pending patent or trademark application or any Patent or Trademark without the prior consent of the Bank.

8. **Event of Default.** Upon the occurrence of an Event of Default, Bank may, without further notice to or consent of Assignor, and in addition to all other rights and remedies available to Bank, immediately record all assignments previously executed and delivered to Bank by any Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Bank by Assignor of all rights, title and interest of Assignor, in and to the Collateral. Assignor hereby authorizes and agrees that Bank may, through the power of attorney granted in **Section 13** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Bank or any other person or entity selected by Bank.

9. **Bank's Right to Sue.** Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and/or Trademarks, and any licenses thereunder, and, if Bank shall commence any such suit, Assignor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement

and Assignor shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this **Section 9**.

10. **Waivers**. No course of dealing between any Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Credit Agreement or Forbearance Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Severability**. The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

12. **Modification**. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Credit Agreement**. All of Bank's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Credit Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to protect, evidence or perfect its security interest in the Patents and Trademarks, (b) upon the occurrence of an Event of Default, endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to enforce its security interest in the Patents and Trademarks, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents and/or Trademarks as the Bank reasonably deems in the best interest of the Bank, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Bank, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents or Trademarks to anyone, including Bank. Bank may also act under such power of attorney to take the actions referenced in **Section 4**. Bank hereby ratifies all that such power of attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Credit Agreement and the Forbearance Agreement shall have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

14. **Binding Effect; Benefits**. This Security Agreement shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns.

15. **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page to this Security Agreement shall bind the parties hereto.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNOR:

LITECURE LLC,
a Delaware limited liability company

By: 

Name: Brian A. Pryor

Title: CEO

BANK:

CITIZENS BANK, N.A.,
successor to RBS Citizens, National
Association

By: _____

Name: Samantha Bonvie

Title: Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNOR:

LITECURE LLC,
a Delaware limited liability company

By: _____
Name: Brian A. Pryor
Title: CEO

BANK:

CITIZENS BANK, N.A.,
successor to RBS Citizens, National
Association


By:  _____
Name: Samantha Bonvic
Title: Officer

EXHIBIT "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
Issued Patents

	<u>PAT. NO.</u>	<u>Title</u>
1	10,238,889	Apparatus and methods for phototherapy
2	10,086,211	Phototherapy apparatus with interactive user interface
3	9,764,155	Phototherapy apparatus with interactive user interface
4	9,649,506	Apparatus and methods for phototherapy
5	9,504,847	Method for performing phototherapy
6	9,498,640	Phototherapy apparatus with interactive user interface
7	9,358,403	Apparatus and methods for phototherapy
8	9,216,300	Phototherapy apparatus with interactive user interface
9	8,968,221	Apparatus and methods for phototherapy
10	8,882,685	Apparatus and methods for phototherapy
11	8,574,177	Phototherapy and massage apparatus for treating medical conditions in body cavities
12	13/546,790	Systems and Methods of Analyzing Stance of Animals
13		Licenses under LiteCure Sublicense agreement between Nanospectra Biosciences, Inc. and LiteCure

EXHIBIT "B"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

	<u>Serial Number</u>		<u>Reg. Number</u>	<u>Word Mark</u>
1	88089558			EMPOWER IQ
2	87900851			DEEP TISSUE LASER THERAPY
3	86080806	4529439		INFLUENCE
4	86168175	4827770		COMPANION ANIMAL HEALTH
5	85978419	4302898		LIGHTFORCE
6	85297404	4056370		LASER LIAISON
7	85071429	3894045		LASERS FOR LIFE
8	85631339	4918387		DTLT THERAPY
9	85631332	4889795		DTLT
10	77904956	3909191		SMART COAT
11	77915495	3831843		COMPANION
12	77018503	3436744		PEGASUS
13	77257967	3418020		MASSAGE-LASER
14	77257946	3418019		LASER-MASSAGE
15	77159756	3377506		COMPANION THERAPY LASER
16	77018462	3296291		LITECURE

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