

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM569621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB		03/27/2020	Federal Agency: DELAWARE

RECEIVING PARTY DATA

Name:	Companion Animal Health, LLC
Street Address:	101 Lukens Drive
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Limited Liability Company: DELAWARE
Name:	Litecure Medical, LLC
Street Address:	101 Lukens Drive
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Limited Liability Company: DELAWARE
Name:	Litecure LLC
Street Address:	101 Lukens Drive
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4529439	INFLUENCE
Registration Number:	4827770	COMPANION ANIMAL HEALTH
Registration Number:	4302898	LIGHTFORCE
Registration Number:	4056370	LASER LIAISON
Registration Number:	3894045	LASERS FOR LIFE
Registration Number:	4918387	DTLT THERAPY
Registration Number:	4889795	DTLT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3909191	SMART COAT
Registration Number:	3831843	COMPANION
Registration Number:	3436744	PEGASUS
Registration Number:	3418020	MASSAGE-LASER
Registration Number:	3418019	LASER-MASSAGE
Registration Number:	3377506	COMPANION THERAPY LASER
Registration Number:	3296291	LITECURE

CORRESPONDENCE DATA

Fax Number: 2159814750

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: 2159814148

Email: attwoodh@pepperlaw.com

Correspondent Name: Pepper Hamilton LLP

Address Line 1: 3000 Two Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Heather Attwood
SIGNATURE:	/Heather Attwood/
DATE SIGNED:	03/31/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of March 27, 2020 by and among (i) **WILMINGTON SAVINGS FUND SOCIETY, FSB**, a federal savings bank, as bank (“**Bank**”), (ii) **COMPANION ANIMAL HEALTH, LLC**, a Delaware limited liability company, (iii) **LITECURE MEDICAL, LLC**, a Delaware limited liability company, and (iv) **LITECURE LLC**, a Delaware limited liability company, as grantors (jointly and severally, the “**Grantors**” and each individually, a “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Grantors, in the amounts and manner set forth in that certain Credit and Security Agreement, dated as of the date hereof, by and among Grantors and Bank (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantors and its affiliates under the Credit Agreement and the other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment when due of the Obligations, Each Grantor hereby represents, warrants, covenants and agrees, under seal, as follows:

AGREEMENT

To secure the Obligations, each Grantor grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

3. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided that upon such filing and acceptance, such applications shall be included), including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

4. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, 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; and

5. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit 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 Credit 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 Agreement, the Credit 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.

This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Signature page follows.]

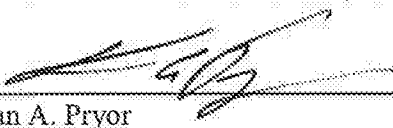
IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

101 Lukens Drive, Suite A
New Castle, DE 19720

GRANTORS:

COMPANION ANIMAL HEALTH, LLC

By:  (SEAL)
Brian A. Pryor
Manager

LITECURE MEDICAL, LLC

By:  (SEAL)
Brian A. Pryor
Manager

LITECURE LLC

By:  (SEAL)
Brian A. Pryor
Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status
SYSTEMS AND METHODS OF ANALYZING STANCE OF ANIMALS	USA	LiteCure LLC	11/17/2015	9186091	LIVE
Non-Ablative Photonic Devices and Related Methods	USA	LiteCure LLC	(8/24/2018)	(16111735)	LIVE
Wearable Apparatus for Low Level Light Therapy Employing Semiconductor Light Sources	USA	LiteCure LLC	(4/26/2016)	(15032307)	LIVE
Modular Low-Level Light Therapy System Employing Semiconductor Light Sources	USA	LiteCure LLC	(4/26/2016)	(15032308)	LIVE

EXHIBIT C
TRADEMARKS

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status
Influence	USA	LiteCure LLC	5/13/2014	4529439	LIVE
Companion Animal Health	USA	LiteCure LLC	10/6/2015	4827770	LIVE
LightForce	USA	LiteCure LLC	3/12/2013	4302898	LIVE
Laser Liaison	USA	LiteCure LLC	11/15/2011	4056370	LIVE
Lasers for Life	USA	LiteCure LLC	12/21/2010	3894045	LIVE
DTLT Therapy	USA	LiteCure LLC	3/15/2016	4918387	LIVE
DTLT	USA	LiteCure LLC	1/19/2016	4889795	LIVE
Smart Coat	USA	Litecure LLC	1/18/2011	3909191	LIVE
Companion	USA	LiteCure LLC	8/10/2010	3831843	LIVE
PEGASUS	USA	LiteCure LLC	5/27/2008	3436744	LIVE
Massage-Laser	USA	LiteCure LLC	4/29/2008	3418020	LIVE
Laser-Massage	USA	LiteCure LLC	4/29/2008	3418019	LIVE
Companion Therapy Laser	USA	LiteCure LLC	2/5/2008	3377506	LIVE
LiteCure	USA	LiteCure LLC	9/25/2007	3296291	LIVE