

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARNELL TECHNOLOGIES PTY LTD		12/21/2020	Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	WHITE OAK HEALTHCARE FINANCE, LLC, AS AGENT		
Street Address:	1155 AVENUE OF THE AMERICAS		
Internal Address:	15TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5750736		
Registration Number:	2545590	ESTROPLAN	
Registration Number:	5413247	FETCH	
Registration Number:	5413246	FETCH PRO	
Registration Number:	6019851	GET MORE COWS PREGNANT THE 1ST TIME. GUA	
Registration Number:	6047805	GLYDE	
Registration Number:	4365768	GONABREED	
Registration Number:	5258507	GONADOPRO	
Registration Number:	4777569	MYSYNCH	
Registration Number:	4993747	PROCEPT	
Registration Number:	5321619	REVIDERM	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		

OP \$290.00 5750736

Address Line 1: 1230 PEACHTREE STREET, SUITE 2100
Address Line 2: MCGUIREWOODS LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: Parnell - 2071526.0030

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 12/21/2020

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2020 (this "Agreement"), is made by **PARNELL TECHNOLOGIES PTY LTD ACN 138 251 635**, a company incorporated under the laws of Australia ("Grantor"), in favor of **WHITE OAK HEALTHCARE FINANCE, LLC** ("White Oak"), as administrative agent for the Lenders referred to below (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for all Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 21, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor, the other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto, and Administrative Agent, Lenders have agreed to make extensions of credit to the Borrowers (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to the Loan Agreement, to Administrative Agent a security interest in all of Grantor's Intellectual Property (as defined in the Loan Agreement); other than Excluded Property (as defined therein); and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement to Administrative Agent, for itself and the ratable benefit of the Lenders, in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce Administrative Agent and Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in **Section 1.02** of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges, collaterally assigns, and hypothecates to Administrative Agent, for itself and the ratable benefit of the Lenders, and grants to Administrative Agent, for itself and the ratable benefit of the Lenders, a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under any and all of the following Collateral of Grantor now existing or at any time hereafter owned, acquired, created, generated, or held by Grantor (collectively, "Intellectual Property Collateral"), subject to Permitted Liens, provided that the Intellectual Property Collateral shall not include the Excluded Property (as defined in the Loan Agreement):

(a) (i) All issued or granted or registered patents in the United States or any other country, all utility models in any country, and patent applications (whether filed or unfiled) in the United States, international (e.g. PCT), or any other country; and (ii) all reissues,

continuations, continuations-in-part, divisionals, reexaminations, substitutions or extensions thereof, now or hereafter existing, created, generated, acquired, or held, including without limitation, the patents and patent applications set forth on Exhibit A attached hereto (collectively, the “**Patents**”);

(b) All trademarks, trade dress, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and applications thereof in the United States, any State or Territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all Goodwill associated with or symbolized by any of the foregoing, now or hereafter existing, created, generated, acquired, or held, including without limitation, those set forth on Exhibit B attached hereto (collectively, the “**Trademarks**”);

(c) Any and all claims against third parties for damages by way of past, present or future infringement of any of the rights included above, with the right to collect such damages for said use or infringement of the intellectual property rights identified above;

(d) All licenses or other rights to use any of the Patents, Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(e) All amendments, extensions, renewals and extensions of any of the Patents or Trademarks; and

(f) All proceeds and products of the foregoing, including without limitation, license royalties, proceeds of infringement suits, and all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in furtherance of and in conjunction with, and not in limitation of, the security interest granted to Administrative Agent, for itself and the ratable benefit of the Lenders, pursuant to the Loan Agreement and Grantor and Administrative Agent hereby acknowledge and agree that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is not intended to modify the applicable terms and conditions of the Loan Agreement and to the extent of any conflict, the Loan Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property Collateral.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or in “pdf” format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”), shall be treated in all manner and respects and for

all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

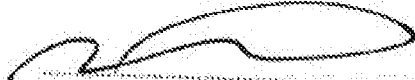
Section 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.

[SIGNATURE PAGES FOLLOW]

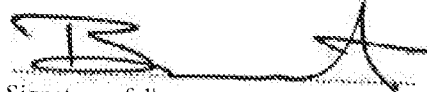
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

EXECUTED by PARNELL)
TECHNOLOGIES PTY LTD ACN)
138 251 635 in accordance with section)
127(1) of the *Corporations Act 2001*)
(Cth) by authority of its directors:)


Signature of director

ALAN R. BELL
Name of director (block letters)

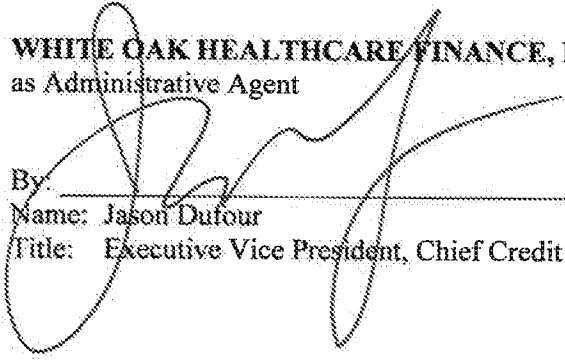

Signature of director

BRAD R MCCARTHY
Name of director (block letters)

[Signature Page to Patent and Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

WHITE OAK HEALTHCARE FINANCE, LLC,
as Administrative Agent

By: 
Name: Jason Dufour
Title: Executive Vice President, Chief Credit Officer

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007141 FRAME: 0079

EXHIBIT A

Patents

Parnell Technologies Pty Ltd

Country	Application No	Filing date	National phase entry date	Priority date	Publication date	Publication
United States	13/002,363	8 October 2008	24 June 2011	4 July 2008	13 October 2011	US 2011-0251154 A1
United States	14/256,816 (continuation)	8 October 2008	N/A	4 July 2008	19 March 2015	US 2015-0080332 A1
United States	15/336,607 (continuation)	8 October 2008	N/A	4 July 2008	4 May 2017	US 2017-0121428 A1

SCHEDULE B

Trademarks

	Record Owner	Jurisdiction	Trademark No.	Trademark
1.	Parnell Technologies Pty Ltd	USA	5750736	Cow Design 
2.	Parnell Technologies Pty Ltd	USA	2545590	ESTROPLAN
3.	Parnell Technologies Pty Ltd	USA	5413247	FETCH
4.	Parnell Technologies Pty Ltd	USA	5413246	FETCH PRO
5.	Parnell Technologies Pty Ltd	USA	6019851	GET MORE COWS PREGNANT THE 1ST TIME. GUARANTEED.
6.	Parnell Technologies Pty Ltd	USA	6047805	GLYDE
7.	Parnell Technologies Pty Ltd	USA	4365768	GONABREED
8.	Parnell Technologies Pty Ltd	USA	5258507	GONADOPRO
9.	Parnell Technologies Pty Ltd	USA	4777569	MYSYNCH
10.	Parnell Technologies Pty Ltd	USA	4993747	PROCEPT
11.	Parnell Technologies Pty Ltd	USA	5321619	REVIDERM
12.	Parnell Technologies Pty Ltd	USA	3933812	ZYDAX