

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648103

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900615464

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CyMedica Orthopedics, Inc.		04/26/2021	Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	Andrea DeVita
<b>Street Address:</b>	670 N Rosemead Blvd #201
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91107
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4761121	CYMEDICA ORTHOPEDICS
<b>Registration Number:</b>	4761122	CYMEDICA ORTHOPEDICS
<b>Registration Number:</b>	4914247	CYMEDICA QB1
<b>Registration Number:</b>	5413581	CYMEDICA
<b>Serial Number:</b>	88732489	E-VIVE
<b>Registration Number:</b>	6299821	CYMEDICA ORTHOPEDICS
<b>Serial Number:</b>	90486061	INTELLIHAB
<b>Serial Number:</b>	90138717	INTELLIHAB

**CORRESPONDENCE DATA****Fax Number:**

*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:** 5207924800  
**Email:** tlongfellow@rllaz.com  
**Correspondent Name:** Timothy Reckart  
**Address Line 1:** 6363 N SWAN RD  
**Address Line 2:** STE 151  
**Address Line 4:** Tucson, ARIZONA 85718

<b>NAME OF SUBMITTER:</b>	Timothy J. Reckart
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TRADEMARK

<b>SIGNATURE:</b>	/Timothy J. Reckart/
<b>DATE SIGNED:</b>	05/19/2021
<b>Total Attachments: 5</b> source=Trademark Recording Cover#page1.tif source=Security Agmt Abstract--2021-05-06--IM56552334v3--tllrev#page1.tif source=Security Agmt Abstract--2021-05-06--IM56552334v3--tllrev#page2.tif source=Exhibit B - Trademarks#page1.tif source=Exhibit B - Trademarks#page2.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

CyMedica Orthopedics, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) \_\_\_\_\_

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Andrea DeVita

Street Address: 670 N Rosemead Blvd. #201

City: Pasadena

State: CA

Country: USA Zip: 91107

- Individual(s) Citizenship USA
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

See attached.

B. Trademark Registration No.(s) \_\_\_\_\_

See attached.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Timothy J. Reckart

Internal Address: \_\_\_\_\_

Street Address: 6363 North Swan Rd, Ste 151

City: Tucson

State: AZ Zip: 85718

Phone Number: 520-792-4800

Docket Number: \_\_\_\_\_

Email Address: treckart@rllaz.com

**6. Total number of applications and registrations involved:** 8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** Timothy J. Reckart

Signature

May 10, 2021

Date

Timothy J. Reckart

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

**Abstract of Security Agreement For Intellectual Property**  
**CyMedica Orthopedics, Inc.**

The following is the pertinent extract of that certain Security Agreement for Intellectual Property entered into effective April 26, 2021 (the "**Agreement**") by and between CyMedica Orthopedics, Inc., a Delaware corporation (the "**Company**") and Andrea DeVita ("**Agent**"), as collateral agent for and on behalf of the holders (each a "**Lender**" and collectively the "**Lenders**") of Secured Convertible Promissory Notes of the Company (collectively, the "**Notes**") under that certain Note Purchase Agreement effective April 26, 2021 (the "**NPA**").

**Grant of Security Interest; Intellectual Property Collateral.** To secure its obligations under the NPA and the Notes (the "**Obligations**"), Grantor grants and pledges to Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (collectively, "**Intellectual Property Collateral**"), which includes without limitation: (a) all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, and all amendments, renewals, and extensions thereof (collectively, the "**Copyrights**"); (b) the patents and patent applications set forth on **Exhibit A** attached hereto (collectively, the "**Patents**"), all patents issuing thereon, and any and all divisionals, continuations, renewals, reissues, extensions, continuations-in-part, and reexamination certificates thereof; (c) all trademark rights, whether registered or not, applications to register and registrations of the same and like protections, all amendments, renewals, and extensions thereof, and the entire goodwill of the business of Grantor connected with and symbolized or represented by those trademark rights, including without limitation those set forth on **Exhibit B** attached hereto (collectively, the "**Trademarks**"); (d) the rights under any of the foregoing to bring claims for, and all claims for, damages for any past, present, or future infringement of any of the foregoing, and the right, but not the obligation, to sue for and collect damages for any such infringement; (e) all licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from use thereof; and (f) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing. This security interest is specifically intended to be a continuing interest and also covers Intellectual Property Collateral that Grantor obtains after the date hereof.

**Rights of the Lenders.** All rights of the Lenders and the security interest and lien granted hereunder, and all Obligations of the Company hereunder, and the Lenders' rights in the Intellectual Property Collateral shall be absolute and unconditional. The Lenders will have a fully perfected security interest in the Collateral.

**No Sale.** Except as provided in the NPA, the Company will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Intellectual Property Collateral or any interest therein (including, without limitation, a security interest), without the prior written consent of the Lenders except for sales in the ordinary course of business for fair value.

**No Liens.** The Company will keep the Intellectual Property Collateral free from any adverse lien, security interest or encumbrance and shall not waste or destroy the Intellectual Property Collateral or any part thereof, and shall not use the Intellectual Property Collateral in violation of any statute, ordinance or policy of insurance thereon.

**Recordation.** Grantor authorizes the applicable government officials to record and register the Agreement or an abstract or excerpt thereof. Grantor authorizes Agent to: (a) modify the Agreement unilaterally by amending the exhibits to the Agreement to include any Intellectual Property Collateral that Grantor obtains after the date of the Agreement; and (b) make appropriate supplemental filing to reflect such new Intellectual Property Collateral.

**Release.** The Agreement is made for collateral purposes only. Upon payment in full of Grantor's Liabilities and termination of the Promissory Notes, Agent shall execute and deliver to Grantor an instrument in such form as may be reasonably necessary to re-vest in Grantor full title to the Intellectual Property Collateral, including the Copyrights, Patents, and Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

EXHIBIT B

**TRADEMARKS**

<b>TRADEMARKS</b>	<b>SERIAL NO FILING DATE</b>	<b>CLASS/GOODS &amp; SERVICES</b>	<b>Reg. Date /Reg. No.</b>	<b>Status</b>
Cymedica Orthopedics (Design Mark)  	86140440 12/11/2013	IC 042. Product development in the field of medical technology and devices related to joint braces, electrical muscle stimulation and feedback loops in connection with electrical muscle stimulation	Jun. 23, 2015 Reg. No. 4,761,121	Registered  (Mark being allowed to lapse for non-use)
Cymedica Orthopedics (Word Mark)	86140448 12/11/2013	IC 042. Product development in the field of medical technology and devices related to joint braces, electrical muscle stimulation and feedback loops in connection with electrical muscle stimulation	Jun. 23, 2015 Reg. No. 4,761,122	Registered
Cymedica QB1 (Word Mark)	86140454 12/11/2013	IC 042. Products development in the field of medical technology and devices related to joint braces, electrical muscle stimulation and feedback loops in connection with electrical muscle stimulation	Mar. 8, 2016 Reg. No. 4,914,247	Registered
CYMEDICA (Word Mark)	87059445 6/3/2016	IC 010. Medical devices, namely, electrical muscle stimulation system incorporating joint braces, wearable garments, biometric sensors, and data collectors	Feb. 27, 2018 Reg. No. 5,413,581	Registered
E-VIVE	88732489 Filed 12/18/2019	IC 10 - Neuromuscular electric stimulation (NMES) device that stimulates the motor nerves with electrical currents, generating muscle contractions to reverse muscle atrophy		Pending (office action received 11/24/2020)
	90095353 Filed 8/5/2020	IC 42 - Product development in the field of medical technology and devices related to joint braces, electrical muscle stimulation and feedback loops in connection with electrical muscle stimulation	March 23, 2021 6,299,821	Registered
	90486061 Filed 1/25/2021	IC 44 - Providing remote patient monitoring services of data input from Neuromuscular Electrical Stimulation (NMES) stimulators and digital goniometer devices from remote locations that relay information for use by medical professionals for purposes of monitoring and diagnosing osteoarthritis pain and joint mobility		Pending

TRADEMARKS	SERIAL NO FILING DATE	CLASS/GOODS & SERVICES	Reg. Date /Reg. No.	Status
INTELLIHAB	90138717 Filed 8/26/2020	IC 44 - Providing remote patient monitoring services of data input from Neuromuscular Electrical Stimulation (NMES) stimulators and digital goniometer devices from remote locations that relay information for use by medical professionals for purposes of monitoring and diagnosing osteoarthritis pain and joint mobility		Notice of Allowance received March 23, 2021