

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669961

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                 | Formerly | Execution Date | Entity Type  |
|----------------------|----------|----------------|--------------|
| SUNEVA MEDICAL, INC. |          | 08/24/2021     | Corporation: |

## RECEIVING PARTY DATA

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | AVENUE VENTURE OPPORTUNITIES FUND, L.P. |
| <b>Street Address:</b>   | 11 West 42nd Street, 9th Floor          |
| <b>Internal Address:</b> | Attn: Todd Greenbarg                    |
| <b>City:</b>             | New York                                |
| <b>State/Country:</b>    | NEW YORK                                |
| <b>Postal Code:</b>      | 10036                                   |
| <b>Entity Type:</b>      | Limited Partnership: DELAWARE           |

## PROPERTY NUMBERS Total: 10

| Property Type  | Number   | Word Mark                          |
|----------------|----------|------------------------------------|
| Serial Number: | 88846367 | AMPLIFINE                          |
| Serial Number: | 75788742 | ARTEFILL                           |
| Serial Number: | 85188311 | BELLAFILL                          |
| Serial Number: | 86394676 | BELLAFILL                          |
| Serial Number: | 87736039 | BELLAFILL NOW TIME IS ON YOUR SIDE |
| Serial Number: | 87736038 | NOW TIME IS ON YOUR SIDE           |
| Serial Number: | 90064553 | SERUGLOW SKIN REVITALIZER          |
| Serial Number: | 86392613 | SUNEVA                             |
| Serial Number: | 86413541 | SUNEVA ACADEMY                     |
| Serial Number: | 88779759 | SUNEVA HD PRP                      |

## CORRESPONDENCE DATA

Fax Number: 6167423999

*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: 6167423945

Email: hkooy@btlaw.com

Correspondent Name: Hillary Kooy

Address Line 1: 171 Monroe Ave NW, Suite 1000

Address Line 2: Barnes &amp; Thornburg LLP

TRADEMARK

|   |                              |
|---|------------------------------|
| <b>Address Line 4:</b>  | Grand Rapids, MICHIGAN 49503 |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 82485.10                     |
| <b>NAME OF SUBMITTER:</b>   | Hillary Kooy                 |
| <b>SIGNATURE:</b>   | /Hillary Kooy/               |
| <b>DATE SIGNED:</b>   | 08/24/2021                   |
| <b>Total Attachments: 7</b><br>source=04. Avenue - Suneva - IP Security Agreement Executed (8.2021)#page1.tif<br>source=04. Avenue - Suneva - IP Security Agreement Executed (8.2021)#page2.tif<br>source=04. Avenue - Suneva - IP Security Agreement Executed (8.2021)#page3.tif<br>source=04. Avenue - Suneva - IP Security Agreement Executed (8.2021)#page4.tif<br>source=04. Avenue - Suneva - IP Security Agreement Executed (8.2021)#page5.tif<br>source=04. Avenue - Suneva - IP Security Agreement Executed (8.2021)#page6.tif<br>source=04. Avenue - Suneva - IP Security Agreement Executed (8.2021)#page7.tif |                              |

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of August 24, 2021 (the "**Agreement**") between **AVENUE VENTURE OPPORTUNITIES FUND, L.P.** ("**Lender**") and **SUNEVA MEDICAL, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of August 24, 2021 (as amended from time to time, the "**Loan Agreement**"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

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

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the above, Intellectual Property Collateral shall not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**SUNEVA MEDICAL, INC.**, a Delaware corporation

By: \_\_\_\_\_

Name: Patricia Altavilla

Title: Chief Executive Officer

Address for Notices:

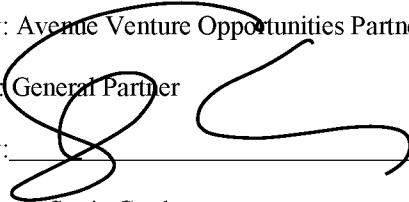
Attn: Patricia Altavilla  
5870 Pacific Center Blvd  
San Diego, CA 92121  
Tel: 805.845.0020

**LENDER:**

**AVENUE VENTURE OPPORTUNITIES FUND, L.P.**

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

By:  \_\_\_\_\_

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg  
11 West 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10036  
Tel: (212) 878-3523

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**SUNEVA MEDICAL, INC.**, a Delaware corporation

By: DocuSigned by:  
*Patricia Altavilla*  
649391AC7B4E4BF...

Name: Patricia Altavilla

Title: Chief Executive Officer

Address for Notices:

Attn: Patricia Altavilla  
5870 Pacific Center Blvd  
San Diego, CA 92121  
Tel: 805.845.0020

**LENDER:**

**AVENUE VENTURE OPPORTUNITIES FUND, L.P.**

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

By: \_\_\_\_\_

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg  
11 West 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10036  
Tel: (212) 878-3523

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

| <u>TITLE:</u>                               | <u>REGISTRATION NUMBER:</u> | <u>REGISTRATION DATE:</u> |
|---|-----------------------------|---------------------------|
| ACNE SCAR SCALE.                            | TXU001914959                | 07-07-2014                |
| BELLAFILL ACNE SCAR<br>SELECTION ALGORITHM. | VAU001204329                | 02-27-2015                |

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

| <u>Mark / Title:</u>                     | <u>U.S. Serial Number:</u> | <u>U.S. Registration Number:</u> | <u>Status</u> | <u>Filing Date:</u> |
|--|----------------------------|----------------------------------|---------------|---------------------|
| AMPLIFINE                                | 88846367                   | N/A                              | ALLOWED       | 03-24-2020          |
| ARTEFILL                                 | 75788742                   | 2944130                          | REGISTERED    | 08-31-1999          |
| BELLAFILL                                | 85188311                   | 4199232                          | REGISTERED    | 12-01-2010          |
| BELLAFILL                                | 86394676                   | 4844046                          | REGISTERED    | 09-15-2014          |
| BELLAFILL NOW<br>TIME IS ON YOUR<br>SIDE | 87736039                   | 6185522                          | REGISTERED    | 12-27-2017          |
| NOW TIME IS ON<br>YOUR SIDE              | 87736038                   | 6185521                          | REGISTERED    | 12-27-2017          |
| SERUGLOW SKIN<br>REVITALIZER             | 90064553                   | N/A                              | ALLOWED       | 07-21-2020          |
| SUNEVA                                   | 86392613                   | 5256633                          | REGISTERED    | 09-11-2014          |
| SUNEVA<br>ACADEMY                        | 86413541                   | 4787442                          | REGISTERED    | 10-02-2014          |
| SUNEVA HD PRP                            | 88779759                   | 6225626                          | REGISTERED    | 01-30-2020          |



**EXHIBIT C****PATENTS**Please Check if No Patents Exist 

| <u>Title:</u>  | <u>Patent Number:</u> | <u>Application Serial Number:</u> | <u>Issued Or Published?</u> | <u>Issue Date:</u> |
|--|-----------------------|-----------------------------------|-----------------------------|--------------------|
| Elongated Syringe  | 6926699               | 10/205597                         | ISSUED                      | 08-09-2005         |
| Elongated Syringe  | 6929623               | 10/992915                         | ISSUED                      | 08-16-2005         |
| Medical Injection Apparatus  | 6666848               | 10/172773                         | ISSUED                      | 12-23-2003         |
| Methods of Administering Microparticles Combined With Autologous Body Components | 7442389               | 11/210273                         | ISSUED                      | 10-28-2008         |
| Urethra Surgical Device  | 6432045               | 09/825484                         | ISSUED                      | 08-13-2002         |
| Alloplastic Implant  | 5344452               | 07/572975                         | ISSUED                      | 09-06-1994         |
| Alloplastic implants and methods of use  | 9370469               | 14/211994                         | ISSUED                      | 06-21-2016         |
| Alloplastic implants and methods of use  | 9370470               | 14/227365                         | ISSUED                      | 06-21-2016         |
| Alloplastic implants and methods of use  | 9370603               | 14/657274                         | ISSUED                      | 06-21-2016         |
| Alloplastic implants and methods of use  | 9789222               | 15/139632                         | ISSUED                      | 10-17-2017         |