

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718737

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THERACELL, INC.		04/04/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, as Agent		
<b>Street Address:</b>	111 South Wacker Drive		
<b>Internal Address:</b>	36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90885305	FORMLOK	
<b>Serial Number:</b>	90668609	FIBER ANCHOR	
<b>Serial Number:</b>	90668613	FIBER BAG	
<b>Serial Number:</b>	90668615	THERAFUZE DBF FIBER BAG	
<b>Serial Number:</b>	90668617	FIBER BULLETS	
<b>Serial Number:</b>	90668622	THERAFUZE DBF FIBER BULLETS	
<b>Serial Number:</b>	90668623	FIBERFORM	
<b>Serial Number:</b>	90668626	THERAFUZE DBF FIBERFORM	
<b>Serial Number:</b>	90668628	FIBER WRAP	
<b>Serial Number:</b>	90668630	THERAFUZE DBF FIBER WRAP	
<b>Serial Number:</b>	90658679	BONE TEXTILE	
<b>Serial Number:</b>	90658713	THERAFUZE DBF FIBER ANCHOR	
<b>Serial Number:</b>	90654387	THE THERACELL SQUEAK	
<b>Serial Number:</b>	90655809	THERACELL BONE TEXTILE	
<b>Serial Number:</b>	90655817	FIBER BOAT	
<b>Serial Number:</b>	90655832	THERAFUZE DBF FIBER BOAT	
<b>Serial Number:</b>	88093638	THERAFUZE DBF	
<b>Serial Number:</b>	87406728	THERACELL	

CH \$465.00 90885305

**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:** .212.940.6562**Email:** joanne.arnold@katten.com**Correspondent Name:** Joanne BL Arnold**Address Line 1:** Katten**Address Line 2:** 50 Rockefeller Plaza**Address Line 4:** New York, NEW YORK 10020-1605

<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
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<b>SIGNATURE:</b>	/Joanne BL Arnold/
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<b>DATE SIGNED:</b>	04/04/2022
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this April 4, 2022 by **THERACELL, INC.**, a Delaware corporation (“**Grantor**”), in favor of **TWIN BROOK CAPITAL PARTNERS, LLC**, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

**W I T N E S S E T H**

WHEREAS, Grantor, the other Borrowers from time to time party thereto (together each other Person who executes a joinder agreement in form and substance satisfactory to Agent and Administrative Borrower and becomes a “Borrower” thereunder with the consent of Agent and Administrative Borrower, the “**Borrowers**”), ISTO Group, Inc., a Delaware company (“**Holdings**”), the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of August 29, 2016, by and among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and the Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising (to the extent not constituting Excluded Property):

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**THERACELL, INC.**, a Delaware corporation

By:   
Name: Jesse Klein  
Title: Vice President

Agreed and Accepted  
As of the Date First Written Above:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By:   
Drew Guyette (Mar 26, 2022 10:26 AM CDT)

Name: Drew Guyette  
Title: Chief Credit Officer

**SCHEDULE A**

<b>Trademark Title</b>	<b>Trademark Serial Number</b>	<b>Date of Application</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>	<b>Status of Mark</b>
FORMLOK	90885305	8/16/2021	N/A	N/A	Published (Pending)
FIBER ANCHOR	90668609	4/23/2021	N/A	N/A	Pending
FIBER BAG	90668613	4/23/2021	N/A	N/A	Pending
TERAFUZE DBF FIBER BAG	90668615	4/23/2021	N/A	N/A	Pending
FIBER BULLETS	90668617	4/23/2021	N/A	N/A	Pending
TERAFUZE DBF FIBER BULLETS	90668622	4/23/2021	N/A	N/A	Pending
FIBERFORM	90668623	4/23/2021	N/A	N/A	Published (Pending)
TERAFUZE DBF FIBERFORM	90668626	4/23/2021	N/A	N/A	Published (Pending)
FIBER WRAP	90668628	4/23/2021	N/A	N/A	Pending
TERAFUZE DBF FIBER WRAP	90668630	4/23/2021	N/A	N/A	Pending
BONE TEXTILE	90658679	4/20/2021	N/A	N/A	Pending
TERAFUZE DBF FIBER ANCHOR	90658713	4/20/2021	N/A	N/A	Pending
THE THERACELL SQUEAK	90654387	4/19/2021	N/A	N/A	Published (Pending)
THERACELL BONE TEXTILE	90655809	4/19/2021	N/A	N/A	Pending

FIBER BOAT	90655817	4/19/2021	N/A	N/A	Pending
THERAFUZE DBF FIBER BOAT	90655832	4/19/2021	N/A	N/A	Pending
THERAFUZE DBF	88093638	8/27/18	6211650	12/1/2020	Registered
THERACELL	87406728	4/11/17	6557630	11/16/2021	Registered