

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aoti, Inc.		03/21/2022	Corporation: FLORIDA
Aoti Limited		03/21/2022	Private Limited Company: IRELAND
RECEIVING PARTY DATA			
Name:	SWK Funding LLC		
Street Address:	14755 PRESTON ROAD, SUITE 105		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3797979	TWO2	
Serial Number:	90597539	EYES ON THE WOUND	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,alyssa.mcleod@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	04/11/2022		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 21, 2022 (as may be amended, restated, amended and restated, waived, supplemented, or otherwise modified from time to time, this “Agreement”), made by AOTI, INC., a Florida corporation (“AOTI Inc.”), AOTI LIMITED, a private limited company incorporated under the laws of Ireland (“AOTI Limited” and together with AOTI, Inc., each individually a “Grantor” and collectively, the “Grantors”), in favor of SWK FUNDING LLC, a Delaware limited liability company as agent (in such capacity, “Agent”) for the Lenders (as defined below) party to the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among AOTI, Inc., as the borrower, Agent and the financial institutions party thereto from time to time as lenders (each a “Lender” and collectively, the “Lenders”), Agent and Lenders have agreed to make certain financial accommodations available to AOTI, Inc., and pursuant to that certain Guarantee and Collateral Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among Grantors, the other grantors party thereto from time to time, and Agent, each Grantor has granted a security interest to Agent, for the benefit of Agent and Lenders, in, among other things, all right, title and interest of each Grantor in, to and under all of such Grantor’s Intellectual Property (as defined in the Credit Agreement), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, each Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule I hereto, as applicable.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement, each Grantor hereby agrees with Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

(b) Other Definitional Provisions.

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the payment and performance of the Secured Obligations, each Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Guarantee and Collateral Agreement, does hereby grant) to Agent, for the benefit of Agent and Lenders, a lien and security interest in such Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in

each case whether now owned or hereafter acquired by such Grantor, and including, without limitation, such Grantor's right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Grantor's business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral"); provided, that the IP Collateral shall not include the Excluded Property. This Agreement is not to be construed as an assignment of any Intellectual Property.

3. **No Limitation; Loan Documents.** This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office, the United States Copyright Office, as well as with any similar office or department of any other foreign or domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of Agent and Lenders, under the Guarantee and Collateral Agreement and the other Loan Documents, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. The other Loan Documents (and all rights and remedies of each Grantor, Agent, and Lenders thereunder) shall remain in full force and effect in accordance with their terms.

4. **Binding Effect; Benefits.** This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

5. **GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.**

6. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts with the same effect as if all parties had executed the same document. All counterparts shall be construed together and shall constitute a single agreement. Further, the parties hereto consent and agree that this Agreement may be signed and/or transmitted by e-mail of any .pdf file, .jpeg file, or any other electronic or image file, or any "electronic signature" as defined under the U.S. Electronic Signatures in Global and National Commerce Act or the New York Electronic Signatures and Records Act, which includes any electronic signature provided using Orbit, Adobe Sign, DocuSign, or any other similar platform identified by the parties hereto and reasonably available at no undue burden or expense to the Agent), except to the extent the Agent requires otherwise. Any such electronic signatures shall be valid, effective and legally binding as if such electronic signatures were handwritten signatures and shall be deemed to have been duly and validly delivered for all purposes hereunder. No party hereto shall raise the use of e-mail or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of e-mail or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

7. **Conflicting Terms.** In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as the case may be, the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, shall control.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written. AOTI Limited has agreed to execute this Intellectual Property Security Agreement as a deed.

GRANTORS:

AOTI, INC.,
a Florida corporation

By: _____
Name: Mike Griffiths
Title: Chief Executive Officer, President and Secretary

*GIVEN UNDER THE COMMON SEAL OF
AOTI LIMITED
In the presence of:*

Name: Mike Griffiths
Title: Director


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written. AOTI LIMITED has agreed to execute this Intellectual Property Security Agreement as a deed.


GRANTORS:

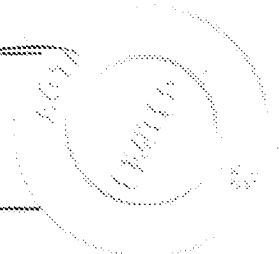
AOTI, INC.,
a Florida corporation

By: _____
Name: Mike Griffiths
Title: Chief Executive Officer, President and Secretary

*GIVEN UNDER THE COMMON SEAL OF
AOTI LIMITED,
In the presence of:*


Name: Gerry Coughlan
Title: Director


Name: Anthony Moffatt
Title: Company Secretary



AGENT:

SWK FUNDING LLC, a Delaware limited liability company, as Agent and a Lender

By: SWK Holdings Corporation, a Delaware corporation, its sole Manager

By: 
Name: Winston Black
Title: Chief Executive Officer

Schedule I

Registered Copyright Licenses

None.

[Schedule I]

Intellectual Property Security Agreement

#155160933

TRADEMARK
REEL: 007687 FRAME: 0792

Copyrights

None.

[Schedule I]
Intellectual Property Security Agreement

#155160933

TRADEMARK
REEL: 007687 FRAME: 0793

Patents

Patents:

Title	Country	Patent No./ Serial No.	Filing Date	Issue Date	Owner
Controller For An Extremity Hyperbaric Device	United States	PN: n/a SN: 16/574,177	Sep. 18, 2019	n/a	AOTI Inc.
Controller for an extremity hyperbaric device	United States	PN: 10,420,699 SN: 13/968,683	Aug. 16, 2013	Sep. 24, 2019	AOTI Inc.
Controller for an extremity hyperbaric device	United States	PN: 9,421,147 SN: 14/150,178	Jan. 8, 2014	Aug. 23, 2016	AOTI Inc.
Pressure compensating seal with positive feedback	United States	PN: 9,211,227 SN: 12/291,347	Nov. 7, 2008	Dec. 15, 2015	AOTI Inc.
Adaptable topical hyperbaric device	United States	PN: 9,174,034 SN: 12/291,317	Nov. 6, 2008	Nov. 3, 2015	AOTI Inc.
Controller for an extremity hyperbaric device	United States	PN: 8,939,961 SN: 12/156,465	May 30, 2008	Jan. 27, 2015	AOTI Inc.
Triple modality wound treatment device	United States	PN: 8,704,034 SN: 12/291,348	Nov. 7, 2008	Apr. 22, 2014	AOTI Inc.
Controller for an extremity hyperbaric device	United States	PN: 8,529,527 SN: 12/156,466	May 30, 2008	Sep. 10, 2013	AOTI Inc.
Access port for flexible wound treatment devices	United States	PN: 8,034,008 SN: 12/291,338	Nov. 7, 2008	Oct. 11, 2011	AOTI Inc.
Wound treatment device	United States	PN: 7,922,678 SN: 12/291,342	Nov. 7, 2008	Apr. 12, 2011	AOTI Inc.
Hyperbaric oxygen devices and delivery methods	United States	PN: 7,540,283 SN: 11/064,581	Feb. 24, 2005	Jun. 2, 2009	AOTI Inc.
Hyperbaric oxygen devices and delivery methods	Canada	PN: CA2598887 SN: CA2598887	Oct. 14, 2005	Feb. 21, 2012	AOTI Inc.
Controller for an extremity hyperbaric device	Canada	PN: CA2688831 SN: CA2688831	May 30, 2008	Aug. 6, 2013	AOTI Inc.
Wound treatment devices	Canada	PN: CA2704932 SN: CA2704932	Nov. 7, 2008	Jun. 23, 2015	AOTI Inc.

[Schedule I]

Intellectual Property Security Agreement

#155160933

TRADEMARK
REEL: 007687 FRAME: 0794

Title	Country	Patent No./ Serial No.	Filing Date	Issue Date	Owner
Hyperbaric wound treatment device	Canada	PN: CA2705056 SN: CA2705056	Nov. 6, 2008	Dec. 31, 2013	AOTI Inc.
Controller for an extremity hyperbaric device	Canada	PN: CA2822163 SN: CA2822163	May 30, 2008	Oct. 6, 2015	AOTI Inc.
Hyperbaric oxygen devices and delivery methods	Europe	PN: EP1850823 SN: EP05811886	Oct. 14, 2005	Jan. 11, 2017	AOTI Inc.
Hyperbaric wound treatment control apparatus	Europe	PN: EP2164440 SN: EP08767987	May 30, 2008	Mar. 20, 2019	AOTI Inc.
Hyperbaric wound treatment device	Europe	PN: EP2217317 SN: EP08846367	Nov. 6, 2008	Mar. 4, 2015	AOTI Inc.
Wound treatment devices and method of making	Europe	PN: EP2217318 SN: EP08847541	Nov. 7, 2008	Oct. 26, 2016	AOTI Inc.
Controller for an Extremity Hyperbaric Device	France	PN: EP2164440 SN: EP08767987	Oct. 14, 2005		AOTI Inc.
Hyperbaric Oxygen Devices And Delivery Methods	France	PN: EP1850823 SN: EP05811886	May 30, 2008		AOTI Inc.
Hyperbaric Wound Treatment Device	France	PN: EP2217317 SN: EP08846367	Nov. 6, 2008		AOTI Inc.
Wound Treatment Device	France	PN: EP2217318 SN: EP08847541	Nov. 7, 2008		AOTI Inc.
Controller for an Extremity Hyperbaric Device	Germany	PN: EP2164440 SN: EP08767987	Oct. 14, 2005		AOTI Inc.
Hyperbaric Oxygen Devices And Delivery Methods	Germany	PN: EP1850823 SN: EP05811886	May 30, 2008		AOTI Inc.
Hyperbaric Wound Treatment Device	Germany	PN: EP2217317 SN: EP08846367	Nov. 6, 2008		AOTI Inc.
Wound Treatment Device	Germany	PN: EP2217318 SN: EP08847541	Nov. 7, 2008		AOTI Inc.
Controller for an Extremity Hyperbaric Device	Italy	PN: EP2164440 SN: EP08767987	Oct. 14, 2005		AOTI Inc.
Hyperbaric Oxygen Devices And Delivery Methods	Italy	PN: EP1850823 SN: EP05811886	May 30, 2008		AOTI Inc.
Hyperbaric Wound Treatment Device	Italy	PN: EP2217317 SN: EP08846367	Nov. 6, 2008		AOTI Inc.

[Schedule I]
Intellectual Property Security Agreement

#155160933

TRADEMARK
REEL: 007687 FRAME: 0795

Title	Country	Patent No./ Serial No.	Filing Date	Issue Date	Owner
Wound Treatment Device	Italy	PN: EP2217318 SN: EP08847541	Nov. 7, 2008		AOTI Inc.
Hyperbaric wound treatment device	Spain	PN: ES2535545 SN: ES08846367T	Nov. 6, 2008	May 12, 2015	AOTI Inc.
Wound treatment devices	Spain	PN: ES2607028 SN: ES08847541T	Nov. 7, 2008	Mar. 28, 2017	AOTI Inc.
Hyperbaric oxygen devices and delivery methods	Spain	PN: ES2621537 SN: ES05811886T	Oct. 14, 2005	Jul. 4, 2017	AOTI Inc.
Controller for an extremity hyperbaric device	Spain	PN: ES2728312 SN: ES08767987T	May 30, 2008	Oct. 23, 2019	AOTI Inc.
Controller for an Extremity Hyperbaric Device	United Kingdom	PN: EP2164440 SN: EP08767987	Oct. 14, 2005		AOTI Inc.
Hyperbaric Oxygen Devices And Delivery Methods	United Kingdom	PN: EP1850823 SN: EP05811886	May 30, 2008		AOTI Inc.
Hyperbaric Wound Treatment Device	United Kingdom	PN: EP2217317 SN: EP08846367	Nov. 6, 2008		AOTI Inc.
Wound Treatment Device	United Kingdom	PN: EP2217318 SN: EP08847541	Nov. 7, 2008		AOTI Inc.
High Pressure Oxygen Supplier and Method Thereof	Japan	PN: JP5180592 SN: JP2007557011	Oct. 14, 2005	Apr. 10, 2013	AOTI Inc.
Trauma Treatment Device	Japan	PN: JP5355581 SN: JP2010533121	Nov. 7, 2008	Nov. 27, 2013	AOTI Inc.
Control device for limb hyperbaric pressure device	Japan	PN: JP5374501 SN: JP2010510360	May 30, 2008	Dec. 25, 2013	AOTI Inc.
High-pressure Wound Treatment Device	Japan	PN: JP5519520 SN: JP2010533116	Nov. 6, 2008	Jun. 11, 2014	AOTI Inc.
Wound treatment devices	Japan	PN: JP5657752 SN: JP2013141800	Jul. 5, 2013	Jan. 21, 2015	AOTI Inc.

[Schedule I]
Intellectual Property Security Agreement

#155160933

TRADEMARK
REEL: 007687 FRAME: 0796

Title	Country	Patent No./ Serial No.	Filing Date	Issue Date	Owner
Controller for extremity hyperbaric device	Japan	PN: JP5758951 SN: JP2013115220	May 31, 2013	Aug. 52015	AOTI Inc.

[Schedule I]
Intellectual Property Security Agreement

#155160933

TRADEMARK
REEL: 007687 FRAME: 0797

Trademarks

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
EYES ON THE WOUND	United States	RN: n/a SN: 90/597,539	Mar. 23, 2021	n/a	AOTI Inc.
TWO2	United States	RN: 3,797,979 SN: 77/130,192	Mar. 13, 2007	Jun. 8, 2010	AOTI Limited
TopicalWound OXYGEN <i>and Design</i> << OLE Object: Picture (Device Independent Bitmap) >>	Europe	RN: 008362261 AN: 008362261	Jun. 15, 2009	Feb. 22, 2010	AOTI Limited
TopicalWound OXYGEN <i>and Design</i> << OLE Object: Picture (Device Independent Bitmap) >>	Europe	RN: 008362212 AN: 008362212	Jun. 15, 2009	Jan. 5, 2010	AOTI Limited
Topical Wound Oxygen two 2 and Design	Japan	RN:5154246 AN: 2007- 124018	December 14, 2007	July 25, 2008	AOTI Limited
TopicalWound OXYGEN and Design	United Kingdom	AN: UK00908362212	June 15, 2009	January 5, 2010	AOTI Limited
TopicalWound OXYGEN and Design	United Kingdom	AN: UK00908362261	June 15, 2009	February 22, 2010	AOTI Limited

[Schedule I]
Intellectual Property Security Agreement

#155160933

RECORDED: 04/11/2022

**TRADEMARK
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