

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Currie Medical Specialties, Inc.		07/27/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FirstBank		
Street Address:	722 Columbia Avenue		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37064		
Entity Type:	State Chartered Bank: TENNESSEE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5397863	CURRIE MEDICAL SPECIALTIES, INC.	
Registration Number:	5408849	RE-CUR	
Registration Number:	5419662		
Registration Number:	5388262		
Registration Number:	3681701	ALTERNATING LEG PRESSURE	
Registration Number:	2068746	ALP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043476420		
Email:	bwatson@burr.com		
Correspondent Name:	Brooke R. Watson		
Address Line 1:	101 South Tryon Street, Suite 2610		
Address Line 2:	Burr & Forman LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28280		
NAME OF SUBMITTER:	Brooke R. Watson		
SIGNATURE:	/Brooke R. Watson/		
DATE SIGNED:	07/29/2022		

OP \$165.00 5397863

Total Attachments: 8

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of July 27, 2022, is made by CURRIE MEDICAL SPECIALTIES, INC., a California corporation (“Borrower”), in favor of FIRSTBANK, as successor in interest by merger to FRANKLIN SYNERGY BANK, a Tennessee state bank (the “Lender”) in connection with the Loan and Security Agreement, dated as of July 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), by and between Borrower and Lender.

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement, Lender agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

NOW, THEREFORE, in consideration of the premises and the inducement of Lender to enter into the Credit Agreement and the inducement of Lender to make extensions of credit to Borrower, Borrower hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Trademark and Patent Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Borrower, hereby confirms the pledge and assignment as security to Lender and grant to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark and Patent Collateral”) granted as of July 1, 2015:

(i) all of its patents and patent applications and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “Patents”), including, without limitation, the registered Patents set forth on Schedule 1, hereto;

(ii) all of its trademark registrations and applications, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “Trademarks”), including, without limitation, the registered Trademarks set forth on Schedule 1 hereto;

(iii) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(iv) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to

and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(v) any and all income, royalties, fees, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

Notwithstanding the foregoing, in no event shall Trademark and Patent Collateral include any application for registration of a Trademark filed with the PTO on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO, at which time such Trademark shall automatically become part of the Trademark and Patent Collateral and subject to the security interest pledged.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark and Patent Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan and Security Agreement, and Borrower hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark and Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Loan and Security Agreement (or any portion hereof or thereof), the terms of the Loan and Security Agreement shall prevail.

Section 4. Borrower Remains Liable. Borrower hereby agrees that, anything herein to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks, Trademark Licenses, and Patents subject to a security interest hereunder, except where failure to do so could not be reasonably expected to result in a Material Adverse Effect.

Section 5. Counterparts. This Trademark and Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee.

Section 7. Termination. This Trademark and Patent Security Agreement and the grant of a security interest in this Trademark and Patent Collateral and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the Obligations have been paid in full (other than contingent indemnification obligations as to

which no claim has been made), whereupon this Trademark and Patent Security Agreement and the security interest provided hereunder shall automatically terminate and be of no further force or effect, and Lender shall, at the written request and the expense of Borrower, promptly release, reassign and transfer the Trademark and Patent Collateral to Borrower, without recourse, representation, warranty or other assurance of any kind, and declare this Trademark and Patent Security Agreement to be of no further force or effect.

[SIGNATURE PAGES FOLLOW]

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

BORROWER:

CURRIE MEDICAL SPECIALTIES, INC.,
a California corporation

By: James P Davis
Name: James P. Davis
Title: Acting CEO Currie Medical

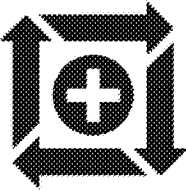
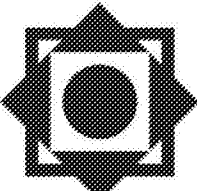
ACCEPTED AND AGREED
as of the date first above written:

FIRSTBANK, as successor in interest
by merger to FRANKLIN SYNERGY
BANK, a Tennessee state bank

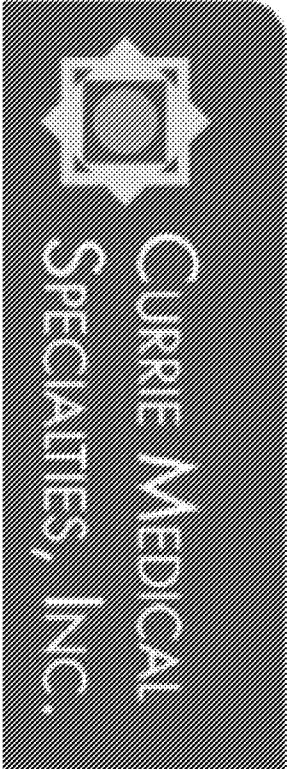
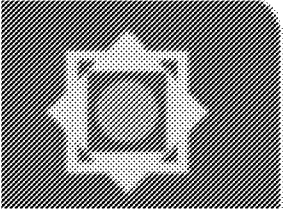
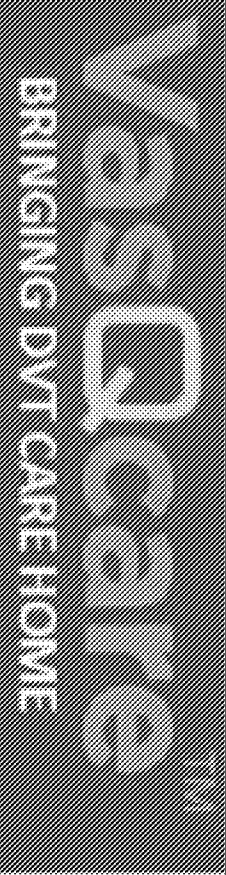
By: Julian Bibb
Name: JULIAN BIBB
Title: REGIONAL LEGAL COUNSEL

SCHEDULE I
TO
TRADEMARK AND PATENT SECURITY AGREEMENT

Registered Trademarks:

Mark	Serial No.	Registration No.
CURRIE MEDICAL SPECIALTIES, INC.	87343598	5,397,863
RE-CUR	87342715	5,408,849
	87342701	5,419,662
	87342666	5,388,262
ALTERNATING LEG PRESSURE	77562959	3,681,701
ALP	75027615	2,068,746

Common Law Trademarks:

MARK	TYPE
 <p>CURRIE MEDICAL SPECIALTIES, INC.</p>	Words and Design
	Design
	Stylized Words and Tag line

Patents:

Patent	Patent No.
Home Care Pump Case	US PAT D777902
Two Fingered Compression Garment	US PAT D777333
Combined Case for Pump and Battery Backup	US PAT D724625
Three Fingered Compression Garment	US PAT D777334
Pump Case	US PAT D726772
Pneumatic Compression Devices and Garments for the Prevention of Deep Vein Thrombosis	US PAT 10149796