OP \$90.00 5156324

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM754537

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAINSTAY MEDICAL LIMITED		09/09/2022	Private Limited Company: IRELAND

RECEIVING PARTY DATA

Name:	MADRYN HEALTH PARTNERS II (CAYMAN MASTER), LP
Street Address:	C/O MADRYN ASSET MANAGEMENT, LP
Internal Address:	330 MADISON AVENUE, 33RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Partnership: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5156324	MAINSTAY MEDICAL
Registration Number:	5156325	REACTIV8
Registration Number:	5156326	MAINSTAY

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 704-331-1000

Email: jansnider@mvalaw.com, vangambrell@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

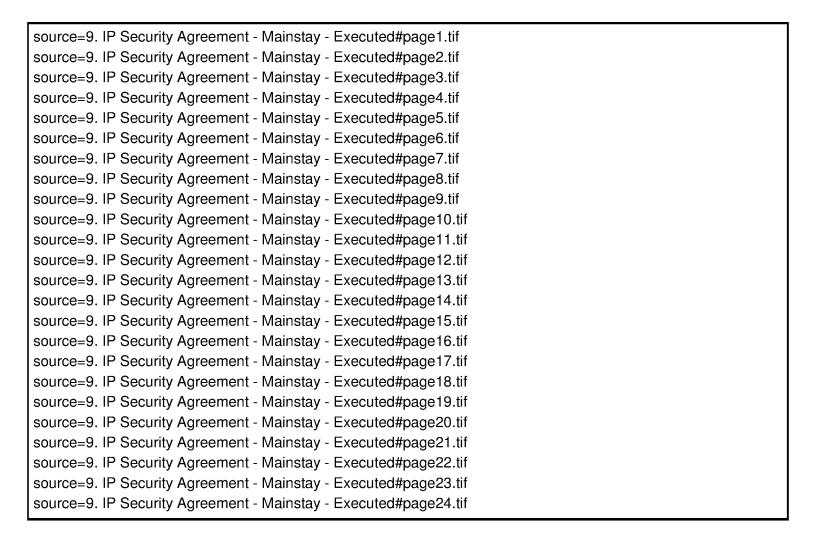
Address Line 1: 100 NORTH TRYON STREET, SUITE 4700

Address Line 2: ATTN: IP DEPARTMENT

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	043094.000030
NAME OF SUBMITTER:	JAMES VAN CLEAVE GAMBRELL
SIGNATURE:	/James Van Cleave Gambrell/
DATE SIGNED:	09/09/2022

Total Attachments: 24



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of September 9, 2022 (as amended, restated, amended and restated, modified or supplemented from time to time, this "IP Security Agreement") is by and among the parties identified as "Grantors" on the signature pages hereto and such other parties as may become Grantors hereunder after the date hereof (individually a "Grantor", and collectively the "Grantors") and Madryn Health Partners II (Cayman Master), LP, a Cayman Islands exempted limited partnership, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties.

WITNESSETH

WHEREAS, a credit facility has been established in favor of MML US, Inc., a Delaware corporation (the "Borrower"), pursuant to the terms of that certain Credit Agreement dated as of September 9, 2022 (as amended, restated, amended and restated, modified, supplemented or extended from time to time, the "Credit Agreement") among Mainstay Medical Holdings plc, an Irish public limited company with company registration number 667520 and registered address at 77 Sir John Rogerson's Quay, Block C, Grand Canal Docklands, Dublin 2, D02 VK60, Ireland, Mainstay Medical International Limited, an Irish private limited company with company registration number 539688 and registered address at 77 Sir John Rogerson's Quay, Block C, Grand Canal Docklands, Dublin 2, D02 VK60, Ireland, Mainstay Medical Limited, an Irish private limited company with company registration number 516089 and registered address at 77 Sir John Rogerson's Quay, Block C, Grand Canal Docklands, Dublin 2, D02 VK60, Ireland, the Borrower, the Guarantors, the Lenders and the Administrative Agent;

WHEREAS, it is required under the terms of the Credit Agreement that the Grantors shall have granted the security interests and undertaken the obligations contemplated by this IP Security Agreement; and

WHEREAS, this IP Security Agreement is required under the terms of the Credit Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

- (a) Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Credit Agreement.
- (b) The following terms shall have the meanings assigned thereto in the UCC (defined below): Accession and Proceeds.
 - (c) As used herein, the following terms shall have the meanings set forth below:
 - "Administrative Agent" has the meaning provided in the introductory paragraph hereof.

"Borrower" has the meaning provided in the recitals hereof.

"Credit Agreement" has the meaning provided in the recitals hereof.

"IP Collateral" has the meaning provided in Section 2 hereof.

"IP Security Agreement" has the meaning provided in the introductory paragraph hereof.

"<u>UCC</u>" means the Uniform Commercial Code as in effect from time to time in the State of New York except as such term may be used in connection with the perfection of the IP Collateral and then the applicable jurisdiction with respect to such affected IP Collateral shall apply.

- 2. <u>Grant of Security Interest in the IP Collateral</u>. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of such Grantor in and to the IP Rights, including all of the following, whether now owned or existing or owned, acquired or arising hereafter (collectively, the "IP Collateral"):
 - (a) all Copyrights owned by Grantor, including the copyright registrations and copyright applications set forth on <u>Schedule A</u> attached hereto;
 - (b) all Patents owned by Grantor, including the patents and patent applications set forth on Schedule B attached hereto;
 - (c) all Trademarks owned by Grantor and the goodwill associated therewith, including the trademark registrations and trademark applications set forth on <u>Schedule C</u> attached hereto;
 - (d) any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing; and
 - (e) all Accessions and Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, the security interests granted under this IP Security Agreement shall not extend to any Excluded Property and the term "IP Collateral" shall be deemed to exclude any Excluded Property.

The Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest created hereby in the IP Collateral (i) constitutes continuing collateral security for all of the Obligations, whether now existing or hereafter arising and (ii) is not and shall not be construed as an assignment of any IP Rights.

- 3. Requested Recordation. Each Grantor shall promptly execute and deliver at its expense all instruments and documents and take all further action that may be necessary and desirable or that the Administrative Agent may reasonably request in order to (x) perfect and protect the first priority security interest created hereby in the IP Collateral; (y) enable the Administrative Agent to exercise and enforce its rights and remedies hereunder in respect of the IP Collateral; or (z) otherwise effect the purposes of this IP Security Agreement.
- 4. <u>Representations and Warranties</u>. Each Grantor hereby represents and warrants to the Administrative Agent, for the benefit of the Secured Parties, that:

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- (a) <u>Ownership</u>. Such Grantor is the legal and beneficial owner of, or has rights to use, its IP Collateral and has the right to pledge, sell, assign or transfer the same.
- (b) <u>Security Interest/Priority</u>. This IP Security Agreement creates a valid security interest in favor of the Administrative Agent, for the benefit of the Secured Parties, in the IP Collateral of such Grantor and, when properly perfected by the filing of a UCC financing statement or other evidence of the interests granted herein with appropriate Governmental Authorities, such security interest shall constitute a valid, perfected, first priority security interest in such IP Collateral, to the extent such security interest can be perfected by filing a financing statement under the UCC or other evidence, free and clear of all Liens except for Permitted Liens.
- (c) <u>Licenses</u>. The Grantors have no Trademark Licenses, Copyright Licenses or Patent Licenses which constitute Material Contracts which are non-assignable by their terms (other than those certain licenses set forth in <u>Schedule D</u> attached hereto), or as a matter of law, or which prevent the granting of a security interest therein.
- Consents; Etc. Except for (i) the filing or recording of UCC financing statements, (ii) the filing of appropriate notices with the United States Patent and Trademark Office and the United States Copyright Office and patent, trademark and copyright offices and other appropriate Governmental Authorities in other countries or political subdivisions thereof and (iii) consents, authorizations, filings or other actions which have been obtained or made, no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority and no consent of any other Person (including, without limitation, any stockholder, member or creditor of such Grantor), is required for (A) the grant by such Grantor of the security interest in the IP Collateral granted hereby or for the execution, delivery or performance of this IP Security Agreement by such Grantor, (B) the perfection of such security interest (to the extent such security interest can be perfected by filing under the UCC or by filing an appropriate notice with the United States Patent and Trademark Office or the United States Copyright Office or patent, trademark and copyright offices and other appropriate Governmental Authorities in other countries or political subdivisions thereof) or (C) other than with respect to the licenses set forth on Schedule D attached hereto, the exercise by the Administrative Agent or the holders of the Obligations of the rights and remedies provided for in this IP Security Agreement.
- 5. <u>Covenants</u>. Each Grantor covenants that, so long as any of the Obligations (other than contingent indemnification obligations for which no claim has been asserted) remains outstanding and until all of the Commitments have been terminated, such Grantor shall:
 - (a) Other Liens. Defend the IP Collateral against Liens thereon, other than Permitted Liens.
 - (b) <u>Perfection of Security Interest</u>. Execute and deliver to the Administrative Agent such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Administrative Agent shall reasonably request) and do all such other things as the Administrative Agent may reasonably deem necessary, appropriate or convenient (i) to assure to the Administrative Agent the effectiveness, perfection and priority of its security interests in the IP Collateral hereunder, including such instruments as the Administrative Agent may from time to time reasonably request in order to perfect and maintain the security interests granted hereunder in accordance with the UCC, (ii) to consummate the transactions contemplated hereby and (iii) to otherwise protect and assure the Administrative Agent of its rights and interests hereunder. To that end, each Grantor authorizes the Administrative Agent to file one or

more financing statements (including authorization to describe the IP Collateral as "all assets" or words of similar meaning) disclosing the Administrative Agent's security interest in any or all of the IP Collateral of such Grantor without such Grantor's signature thereon, and further each Grantor also hereby irrevocably makes, constitutes and appoints the Administrative Agent, its nominee or any other Person whom the Administrative Agent may designate, as such Grantor's attorney-in-fact with full power and for the limited purpose to sign in the name of such Grantor any such financing statements (including renewal statements), amendments and supplements, notices or any similar documents that in the Administrative Agent's reasonable discretion would be necessary, appropriate or convenient in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable so long as the Obligations (other than contingent indemnification obligations for which no claim has been asserted) remain unpaid and until the Commitments shall have been terminated. Each Grantor hereby agrees that a carbon, photographic or other reproduction of this IP Security Agreement or any such financing statement is sufficient for filing as a financing statement by the Administrative Agent without notice thereof to such Grantor wherever the Administrative Agent may in its sole discretion desire to file the same. In the event for any reason the law of any jurisdiction other than New York becomes or is applicable to the IP Collateral of any Grantor or any part thereof, or to any of the Obligations, such Grantor agrees to execute and deliver all such instruments and to do all such other things as the Administrative Agent in its sole discretion reasonably deems necessary, appropriate or convenient to preserve, protect and enforce the security interests of the Administrative Agent under the law of such other jurisdiction (and, if a Grantor shall fail to do so promptly upon the request of the Administrative Agent, then the Administrative Agent may execute any and all such requested documents on behalf of such Grantor pursuant to the power of attorney granted hereinabove).

- 6. <u>Covenants Relating to IP Collateral</u>. Each Grantor covenants that, so long as any of the Obligations (other than contingent indemnification obligations for which no claim has been asserted) remains outstanding and until all of the Commitments have been terminated, such Grantor shall:
 - (a) <u>Covenants Relating to Copyrights</u>. (i) Not do any act, or knowingly omit to do any act, whereby any Copyright owned by it that is a Material IP Right may become dedicated to the public domain, (ii) notify the Administrative Agent immediately if it knows that any Copyright owned by it that is a Material IP Right may become dedicated to the public domain or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any court or tribunal in the United States or any other country) regarding a Grantor's ownership of any such Copyright or its validity or enforceability and (iii) take all necessary steps as it shall deem appropriate under the circumstances, to maintain and pursue each application (and to obtain the relevant registration) of each Copyright owned by it that is a Material IP Right and to maintain each registration of each Copyright owned by it that is a Material IP Right including, without limitation, filing of applications for renewal where necessary.

(b) Covenants Relating to Patents and Trademarks.

(i) (A) Maintain as in the past the quality of products and services offered under each Trademark owned by such Grantor that is a Material IP Right, (B) employ each Trademark owned by such Grantor that is a Material IP Right with the appropriate notice of registration, if applicable, and (C) not adopt or use any mark that is confusingly similar or a colorable imitation of such Trademarks unless the Administrative Agent, for the ratable benefit of the Secured Parties, shall obtain a perfected security interest in such Trademark pursuant to this IP Security Agreement.

- (ii) Notify the Administrative Agent promptly if it knows that any Patent or Trademark owned by a Grantor that is a Material IP Right, or any application or registration relating to any Patent or Trademark owned by a Grantor that is a Material IP Right may become abandoned, invalidated, rendered unenforceable or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof or any court or tribunal in any country) regarding a Grantor's ownership of any such Patent or Trademark or its right to register the same or to keep and maintain the same.
- (iii) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of each Patent and Trademark owned by a Grantor that is a Material IP Right, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.
- (c) Not (and not permit any licensee or sublicensee thereof to) do any act, or omit to do any act, whereby any Material IP Right may become abandoned, invalidated, rendered unenforceable, diluted or dedicated to the public.
- (d) Use commercially reasonable efforts to maintain the confidentiality of all Confidential Information and Trade Secrets.
- (e) Upon request of the Administrative Agent, execute and deliver any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence and perfect the security interest of the Administrative Agent and the Secured Parties in any IP Rights in the IP Collateral and the goodwill and general intangibles of a Grantor relating thereto or represented thereby.
- (f) Promptly notify the Administrative Agent of any infringement, violation, misappropriation or dilution of any Material IP Right of which it becomes aware and take such actions as it shall reasonably deem appropriate under the circumstances to protect such Material IP Right, including, where appropriate, the bringing of suit for infringement, violation, misappropriation or dilution, seeking injunctive relief and seeking to recover any and all damages for such infringement, violation, misappropriation or dilution.
- (g) Not make any assignment or agreement in conflict with the security interest in the IP Rights of each Grantor hereunder (other than as permitted by the Credit Agreement).
- 7. Advances. On failure of any Grantor to perform any of the covenants and agreements contained herein or in any other Loan Document, the Administrative Agent may, at its sole option and in its sole discretion, perform the same and in so doing may expend such sums as the Administrative Agent may reasonably deem advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, a payment to obtain a release of a Lien or potential Lien, expenditures made in defending against any adverse claim and all other expenditures that the Administrative Agent may make for the protection of the security hereof or may be compelled to make by operation of law. All such sums and amounts so expended shall be repayable by the Grantors on demand on a joint and several basis (subject to Section 23 hereof) promptly upon timely notice thereof and demand therefor, shall constitute

additional Obligations and shall bear interest from the date said amounts are expended at the Default Rate. No such performance of any covenant or agreement by the Administrative Agent on behalf of any Grantor, and no such advance or expenditure therefor, shall relieve the Grantors of any Default or Event of Default. The Administrative Agent may make any payment hereby authorized in accordance with any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien, title or claim except to the extent such payment is being contested in good faith by a Grantor in appropriate proceedings and against which adequate reserves are being maintained in accordance with GAAP.

8. Remedies.

General Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, the Administrative Agent shall have, in addition to the rights and remedies provided herein, in the Loan Documents, in any other documents relating to the Obligations, or by law (including, without limitation, levy of attachment, garnishment and the rights and remedies set forth in the UCC of the jurisdiction applicable to the affected IP Collateral), the rights and remedies of a secured party under the UCC of the jurisdiction applicable to the affected IP Collateral and, further, the Administrative Agent may, with or without judicial process or the aid and assistance of others to the extent permitted by applicable law, at any place and time or times, sell and deliver any or all IP Collateral held by or for it at public or private sale, by one or more contracts, in one or more parcels, for cash, upon credit or otherwise, at such prices and upon such terms as the Administrative Agent deems advisable, in its sole discretion (subject to any and all mandatory legal requirements). Each of the Grantors acknowledges that any private sale referenced above may be at prices and on terms less favorable to the seller than the prices and terms that might have been obtained at a public sale. In addition to all other sums due to the Administrative Agent and the Secured Parties with respect to the Obligations, the Grantors shall pay the Administrative Agent and each of the Secured Parties all reasonable costs and expenses incurred by the Administrative Agent or any such Secured Party, in enforcing its remedies hereunder including, but not limited to, reasonable attorneys' fees and court costs, in obtaining or liquidating the IP Collateral, in enforcing payment of the Obligations, or in the prosecution or defense of any action or proceeding by or against the Administrative Agent or the Secured Parties or the Grantors concerning any matter arising out of or connected with this IP Security Agreement, any IP Collateral or the Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under Debtor Relief Laws. To the extent the rights of notice cannot be legally waived hereunder, each Grantor agrees that any requirement of reasonable notice shall be met if such notice, specifying the place of any public sale or the time after which any private sale is to be made, is personally served on or mailed, postage prepaid, to the Borrower in accordance with the notice provisions of Section 11.02 of the Credit Agreement at least ten (10) Business Days before the time of sale or other event giving rise to the requirement of such notice. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Administrative Agent shall not be obligated to make any sale or other disposition of the IP Collateral regardless of notice having been given. To the extent permitted by law, any Secured Party may be a purchaser at any such sale. To the extent permitted by applicable law, each of the Grantors hereby waives all of its rights of redemption with respect to any such sale. Subject to the provisions of applicable law, the Administrative Agent and the Secured Parties may postpone or cause the postponement of the sale of all or any portion of the IP Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by law, be made at the time and place to which the sale was postponed, or the Administrative Agent may further postpone such sale by announcement made at such time and place.

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- (b) Access. In addition to the rights and remedies hereunder, upon the occurrence of an Event of Default and during the continuation thereof, the Administrative Agent shall have the right to enter and remain upon the various premises of the Grantors without cost or charge to the Administrative Agent and use the same, together with materials, supplies, books and records of the Grantors for the purpose of collecting and liquidating the IP Collateral, or for preparing for sale and conducting the sale of the IP Collateral, whether by foreclosure, auction or otherwise.
- Nonexclusive Nature of Remedies. Failure by the Administrative Agent or the Secured Parties to exercise any right, remedy or option under this IP Security Agreement, any other Loan Document, any other documents relating to the Obligations, or as provided by law, or any delay by the Administrative Agent or the Secured Parties in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver hereunder shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of the Administrative Agent or the Secured Parties shall only be granted as provided herein. To the extent permitted by law, neither the Administrative Agent, the Secured Parties, nor any party acting as attorney for the Administrative Agent or the Secured Parties, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct hereunder. The rights and remedies of the Administrative Agent and the Secured Parties under this IP Security Agreement shall be cumulative and not exclusive of any other right or remedy that the Administrative Agent or the Secured Parties may have.
- (d) Retention of IP Collateral. To the extent permitted by applicable law, in addition to the rights and remedies hereunder, the Administrative Agent may, in compliance with Sections 9-620 and 9-621 of the UCC (or any successor section) or otherwise complying with the requirements of applicable law of the relevant jurisdiction, accept or retain all or any portion of the IP Collateral in satisfaction of the Obligations. Unless and until the Administrative Agent shall have provided such notices, however, the Administrative Agent shall not be deemed to have accepted or retained any IP Collateral in satisfaction of any Obligations for any reason.
- (e) <u>Deficiency</u>. In the event that the proceeds of any sale, collection or realization are insufficient to pay all amounts to which the Administrative Agent or the Secured Parties are legally entitled, the Grantors shall be jointly and severally liable for the deficiency (subject to <u>Section 23</u> hereof), together with interest thereon at the Default Rate, together with the costs of collection and the reasonable fees, charges and disbursements of counsel. Any surplus remaining after the full payment and satisfaction of the Obligations shall be returned to the Grantors or to whomsoever a court of competent jurisdiction shall determine to be entitled thereto.

9. Rights of the Administrative Agent.

- (a) <u>Power of Attorney</u>. In addition to other powers of attorney contained herein, each Grantor hereby designates and appoints the Administrative Agent, on behalf of the Secured Parties, and each of its designees or agents, as attorney-in-fact of such Grantor, irrevocably and with power of substitution, with authority to take any or all of the following actions upon the occurrence and during the continuation of an Event of Default:
 - (i) to demand, collect, settle, compromise and adjust, and give discharges and releases concerning the IP Collateral, all as the Administrative Agent may reasonably deem appropriate;

- (ii) to commence and prosecute any actions at any court for the purposes of collecting any of the IP Collateral and enforcing any other right in respect thereof;
- (iii) to defend, settle or compromise any action, suit or proceeding brought in respect of the IP Collateral and, in connection therewith, give such discharge or release as the Administrative Agent may reasonably deem appropriate;
- (iv) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the IP Collateral;
- (v) to direct any parties liable for any payment in connection with any of the IP Collateral to make payment of any and all monies due and to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct;
- (vi) to receive payment of and receipt for any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of any IP Collateral;
- (vii) to maintain (including determining not to renew, pursue or further file) and enforce all IP Rights, forming any part of the IP Collateral;
- (viii) to sell, assign, transfer, license, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any IP Collateral or the goods or services that have given rise thereto, as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes;
 - (ix) to adjust and settle claims under any insurance policy relating thereto;
- (x) to execute and deliver all assignments, conveyances, statements, financing statements, renewal financing statements, security and pledge agreements, affidavits, notices and other agreements, instruments and documents that the Administrative Agent may reasonably deem appropriate in order to perfect and maintain the security interests and liens granted in this IP Security Agreement and in order to fully consummate all of the transactions contemplated therein;
- (xi) to institute any foreclosure proceedings that the Administrative Agent may reasonably deem appropriate; and
- (xii) to do and perform all such other acts and things as the Administrative Agent may deem appropriate or convenient in connection with the IP Collateral.

This power of attorney is a power coupled with an interest and shall be irrevocable for so long as any of the Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall remain outstanding and until all of the Commitments shall have been terminated. The Administrative Agent shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Administrative Agent in this IP Security Agreement and shall not be liable for any failure to do so or any delay in doing so. The Administrative Agent shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or its capacity as attorney-in-fact except acts or omissions resulting from its gross negligence or willful misconduct. This power of attorney is conferred on the Administrative Agent solely to protect, preserve and realize upon its security interest in the IP Collateral.

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- (b) <u>Assignment by the Administrative Agent</u>. The Administrative Agent may from time to time assign the Obligations to a successor Administrative Agent appointed in accordance with the Credit Agreement, and such successor shall be entitled to all of the rights and remedies of the Administrative Agent under this IP Security Agreement in relation thereto.
- (c) <u>Releases of IP Collateral</u>. If any IP Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall promptly execute and deliver to such Grantor all releases and other documents and take such other action, reasonably necessary for the release of the Liens created hereby or by any other Collateral Document on such IP Collateral.
- (d) The Administrative Agent's Duty of Care. Other than the exercise of reasonable care to assure the safe custody of the IP Collateral while being held by the Administrative Agent hereunder and to account for all proceeds thereof, the Administrative Agent shall have no duty or liability to preserve rights pertaining thereto, it being understood and agreed that the Grantors shall be responsible for preservation of all rights in the IP Collateral, and the Administrative Agent shall be relieved of all responsibility for the IP Collateral upon surrendering it or tendering the surrender of it to the Grantors. In the event of a public or private sale of IP Collateral pursuant to Section 8 hereof, the Administrative Agent shall have no responsibility for ascertaining or taking action with respect to any matters relating to any IP Collateral, whether or not the Administrative Agent has or is deemed to have knowledge of such matters.
- 10. <u>Application of Proceeds</u>. Upon the acceleration of the Obligations pursuant to Section 9.02 of the Credit Agreement, any payments in respect of the Obligations and any proceeds of the IP Collateral, when received by the Administrative Agent or any of the Secured Parties in cash or its equivalent, will be applied in reduction of the Obligations in the order set forth in Section 9.03 of the Credit Agreement, and each Grantor irrevocably waives the right to direct the application of such payments and proceeds and acknowledges and agrees that the Administrative Agent shall have the continuing and exclusive right to apply and reapply any and all such payments and proceeds in the Administrative Agent's sole discretion, notwithstanding any entry to the contrary upon any of its books and records.

11. <u>Continuing Agreement</u>.

- (a) This IP Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect so long as any of the Obligations (other than contingent indemnification obligations for which no claim has been asserted) remains outstanding and until all of the Commitments have been terminated. Upon payment or other satisfaction of all Obligations (other than contingent indemnification obligations for which no claim has been asserted) and termination of the Commitments related thereto, this IP Security Agreement and the Liens and security interests of the Administrative Agent hereunder shall be automatically terminated and the Administrative Agent shall, upon the request and at the expense of the Grantors, execute and deliver all UCC termination statements and/or other documents reasonably requested by the Grantors evidencing such termination and return to Grantors all IP Collateral in its possession. Notwithstanding the foregoing, all releases and indemnities provided hereunder shall survive termination of this IP Security Agreement.
- (b) This IP Security Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Secured

Party as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, all as though such payment had not been made; <u>provided</u>, <u>that</u>, in the event payment of all or any part of the Obligations is rescinded or must be restored or returned, all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Administrative Agent or any Secured Party in defending and enforcing such reinstatement shall be deemed to be included as a part of the Obligations.

- 12. <u>Amendments and Waivers</u>. This IP Security Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or terminated except as set forth in Section 11.01 of the Credit Agreement.
- 13. Successors in Interest. This IP Security Agreement shall create a continuing security interest in the IP Collateral and shall be binding upon each Grantor, its successors and assigns, and shall inure, together with the rights and remedies of the Administrative Agent and the Secured Parties hereunder, to the benefit of the Administrative Agent and the Secured Parties and their successors and permitted assigns; provided, however, that, none of the Grantors may assign its rights or delegate its duties hereunder without the prior written consent of the requisite Lenders under the Credit Agreement.
- 14. <u>Notices</u>. All notices required or permitted to be given under this IP Security Agreement shall be given as provided in Section 11.02 of the Credit Agreement.
- 15. <u>Counterparts</u>. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.
- 16. <u>Headings</u>. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this IP Security Agreement.
- 17. Governing Law; Submission to Jurisdiction; Waiver of Venue, Service of Process, Waiver of Right to Jury Trial. The terms of Section 11.14 of the Credit Agreement and Section 11.15 of the Credit Agreement with respect to governing law, submission to jurisdiction, waiver of venue, service of process and waiver of the right to a jury trial are each incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.
- 18. <u>Severability</u>. If any provision of this IP Security Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this IP Security Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 19. <u>Entirety</u>. This IP Security Agreement, the other Loan Documents and the other documents relating to the Obligations represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any letters of intent or correspondence relating to the Loan Documents, any other documents relating to the Obligations, or the transactions contemplated herein and therein.

- 20. <u>Survival</u>. All representations and warranties of the Grantors hereunder shall survive the execution and delivery of this IP Security Agreement, the other Loan Documents and the other documents relating to the Obligations, the delivery of the Notes and the extension of credit thereunder or in connection therewith.
- 21. Other Security. To the extent that any of the Obligations are now or hereafter secured by property other than the IP Collateral (including, without limitation, real and other personal property and securities owned by a Grantor) or by a guarantee, endorsement or property of any other Person, then to the extent permitted by applicable law the Administrative Agent shall have the right to proceed against such other property, guarantee or endorsement upon the occurrence and during the continuation of any Event of Default, and the Administrative Agent shall have the right, in its sole discretion, to determine which rights, security, liens, security interests or remedies the Administrative Agent shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or the Obligations or any of the rights of the Administrative Agent or the Secured Parties under this IP Security Agreement, under any of the other Loan Documents or under any other document relating to the Obligations.
- 22. <u>Rights of Required Lenders</u>. All rights of the Administrative Agent hereunder, if not exercised by the Administrative Agent, may be exercised by the Required Lenders.

23. Joint and Several Obligations of Grantors.

- (a) Subject to <u>clause (c)</u> of this <u>Section 23</u>, each of the Grantors is accepting joint and several liability hereunder in consideration of the financial accommodation to be provided by the Secured Parties, for the mutual benefit, directly and indirectly, of each of the Grantors and in consideration of the undertakings of each of the Grantors to accept joint and several liability for the obligations of each of them.
- (b) Subject to <u>clause (c)</u> of this <u>Section 23</u>, each of the Grantors jointly and severally hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Grantors with respect to the payment and performance of all of the Obligations arising under this IP Security Agreement, the other Loan Documents and any other documents relating to the Obligations, it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each of the Grantors without preferences or distinction among them.
- (c) Notwithstanding any provision to the contrary contained herein, in any other of the Loan Documents or in any other documents relating to the Obligations, the obligations of each Guarantor under the Credit Agreement, the other Loan Documents and the other documents relating to the Obligations shall be limited to an aggregate amount equal to the largest amount that would not render such obligations subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of any applicable state law.
- 24. <u>Joinder</u>. At any time after the date of this IP Security Agreement, one or more additional Subsidiaries may become party hereto by executing and delivering to the Administrative Agent a Joinder Agreement. Immediately upon such execution and delivery of such Joinder Agreement (and without any further action), each such additional Subsidiary will become a party to this IP Security Agreement as a "Grantor" and have all the rights and obligations of a Grantor hereunder and this IP Security Agreement and the schedules hereto shall be deemed amended by such Joinder Agreement.

[Signature Pages Follow]

Each of the parties hereto has caused a counterpart of this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

GIVEN under the common seal of MAINSTAY MEDICAL LIMITED

Jason Hannon

Print Name

Director/Secretar

Ray Hunt

Print Name

Authorised Signatory
For and on behalf of
HMP Secretarial Limited

Secretary

MAINSTAY MEDICAL LIMITED IP SECURITY AGREEMENT

Accepted and agreed to as of the date first above written.

ADMINISTRATIVE AGENT: MADRYN HEALTH PARTNERS II (CAYMAN MASTER),

LP,

a Cayman Islands exempted limited partnership

By: MADRYN HEALTH ADVISORS II, LP,

its General Partner

By: MADRYN HEALTH ADVISORS GP II, LLC,

its General Partner

Name: Avinash Amin

Title:_Member

SCHEDULE A

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None.

CHEDULE B

PATENTS

Granted: 02 Feb 2016 2 nd Maintenance Fee due: 03 Aug 2023	Modular stimulator for treatment of back pain, implant6/30ble RF ablation system and methods of use	10-Mar-11 (Granted 2-Feb-16)	US	App. # 13/045,421 U.S. Pub. # 2011/0224665 A1 U.S. Pat. # 9,248,278 B2 (93478-6009-0401)
S Granted: 23-Feb-2021 1st Maintenance Fee due: 24 Aug 2024	Methods of implanting electrode leads for use with implantable neuromuscular electrical stimulator	10-Mar-11 (Granted 23-Feb-21)	SN	App. # 13/045,435 U.S. Pub. # 2011/0224682 A1 U.S. Pat. # 10,925,637 B2 (93478-0019-0301)
Completed	Muscle stimulator	10-Mar-08	PCT	App. # PCT/US2008/003126 Pub. # WO 2008/112178 A1 (93478-0004-0210)
Granted: 10 Dec 2013 3 rd Maintenance Fee due: 11 Jun 2025 Application for Patent Term Extension filed 10 Aug 2020 Continuation of US App # 12/075,174	Muscle stimulator	08-Apr-13 (Granted 10-Dec-13)	SN	App. # 13/858,809 U.S. Pub. # 2013/0218247 A1 U.S. Pat. # 8,606,358 B2 (93478-0003-0202)
Granted: 23 Apr 2013 3 rd Maintenance Fee due: 24 Oct 2024	Muscle stimulator	10-Mar-08 (Granted 23-Apr-13)	SN	App. # 12/075,174 U.S. Pub. # 2008/0228241 A1 U.S. Pat. # 8,428,728 B2 (93478-0) [4-0261)
Status	Entitled	Filed/Granted	Country	Application/Pub. No./Pat No.

Application/Pub No./Pat No.	Country	Filed/Granted	Entitled	Status
App. # 14/849,478 U.S. Pub. # 2015/0374992 A1 U.S. Pat. # 9,861,811 B2	SN	09-Sept-15 (Granted	Electrical stimulator for treatment of back pain and methods of use	Granted: 09 Jan 2018 2nd Maintenance Fee Due: 10 July 2025 Application for Patent Term Extension filed 10 Aug 2020
(93478-0010-0402)		09-Jan-18)		Continuation of 13/045,421
App. # 15/853,543 U.S. Pub. # 2018/0133461 A1	SN	22-Dec-17 (Granted	Modular stimulator for treatment of back pain, implantable RF ablation	Granted: 26 May 2020 1st Maintenance Fee Due: 26 Nov 2023
0.3. Fdl. # 10,001,076 BZ (93478-901)-0403)		26-May-20)	system and methods of use	Continuation of 14/849,478
App. # 16/817,574 U.S. Pub. # 2020/0206495 A1	SN	12-Mar-20	Stimulator for treatment of back pain	Granted: 23 Feb 2021 1st Maintenance Fee due: 24 Aug 2024
0.3. Pat. # 10,926,083 B2 (93478-0142-0404)			utilizing feedback	Continuation of 15/853,543
App. # 17/173,121	116	10-Feb-2021	Modular stimulator for treatment of	Pending: Awaiting 1st Office action (Expected Nov 2022)
(93478-0160-0405)	O3	10-1.60-2021	system and methods of use	Continuation of 16/817,574 & CIP of 13/045,435
App. # 17/647,341 U.S. Pub. # 2022/0126091 (93478-0160-0406)	SN	06-Jan-2022	Electrical stimulator for treatment of back pain and methods of use	Pending: Resp. Final Office Action due: 29 Sep 2022
TRACKI				Continuation of 17/173,121
App. # 17/812,981 (93478-0212-0407)	SN	15-Jul-2022	Electrical stimulator for treatment of back pain and methods of use	Pending:
TRACKI			оака раш апа шкигонэ от нэк	Continuation of 17/173,121

App. # 17/092,073 U.S. Pub. # 2021/0069509 A1 US 0 (93478-0)43-0805)	App. # 15/944,730 U.S. Pub. # 2018/0353757 A1 U.S. Pat. # 10,828,490 B2 (93478-0092-0804)	App. # 15/299,399 U.S. Pub. # 2017/0036025 A1 U.S. Pat. # 10,016,603 B2 (93478-0091-0803)	App. # 14/792,430 U.S. Pub. # 2015/0306405 A1 U.S. Pat. # 9,474,906 B2 (93&78-0089-0802)	App. # 14/061,614 U.S. Pub. # 2014/0046398 A1 U.S. Pat. # 9,072,897 B2 (93478-0089-0801)	Application/Pub. No./Pat No. Country File App. # PCT/US2013/045223 Pub. # WO 2013/188433 A1 PCT 1 (93478-0039-0710) 1 1
06-Nov-20	03-Apr-18	20-Oct-16 (Granted 10-Jul-18)	06-Jul-15 (Granted 25-Oct-16)	23-Oct-13 (Granted 07-Jul-15)	Filed/Granted
Systems and methods for restoring muscle function to the lumbar spine	Systems and methods for restoring muscle function to the lumbar spine	Systems and methods for restoring muscle function to the lumbar spine	Systems and methods for restoring muscle function to the lumbar spine	Systems and methods for restoring muscle function to the lumbar spine	Entitled Apparatus and methods for anchoring electrode leads adjacent to nervous tissue
Pending: Awaiting 1st Office action (Expected Oct. 2022) Continuation of 15/944,730	Granted: 10 Nov 2020 1st Maintenance Fee due: <u>11 May 2024</u> Continuation of 15/299,399	Granted: 10 July 2018 2 nd Maintenance Fee due: <u>11 Jan 2026</u> Continuation of 14/792,430	Granted: 25 Oct 2016 2 nd Maintenance Fee due: 26 Apr 2024 Application for Patent Term Extension filed 10 Aug 2020 Continuation of 14/061,614 and Continuation-in-Part of 13/858,809	Granted: 07 Jul 2015 2 nd Maintenance Fee due: 10 Jan 2023 Continuation-in-Part of 13/858,809	Status Completed

Completed	Systems and methods for monitoring muscle rehabilitation	14-Oct-15	PCT	App. # PCT/IB2015/057838 Pub. # WO 2016/059556 A1 (93478-0049-1010)
Granted: 12 Nov 2019 1 st Maintenance Fee Due: 12 May 2023	Systems and methods for monitoring muscle rehabilitation	13-Oct-15 (Granted: 12-Nov-19)	Sn	App. # 14/882,087 Pub. # 2016/0106994 A1 Pat. # 10,471,268 B2 (93478-0048-1001)
Completed	Electrode leads for use with implantable neuromuscular electrical stimulator	05-Aug-15	PCT	App. # PCT/IB2015/055926 Pub. # WO 2016/020846 A1 (9347%-0109-0910)
Granted: 05 Feb 2019 2 nd Maintenance Fee due: 06 Aug 2026	Electrode leads for use with implantable neuromuscular electrical stimulator	06-Aug-14 (Granted: 05-Feb-19)	SO	App. # 14/453,423 U.S. Pub. # 2014/0350653 A1 Pat. # 10,195,419 B2 (93478-0108-0901)
Completed	Systems and methods for restoring muscle function to the lumbar spine	16-Oct-14	PCT	App. # PCT/IB2014/002920 Pub. # WO2015/059570 A1 (93478-0093-0810)
Pending: Continuation of 17/092,073	Systems and methods for restoring muscle function to the lumbar spine	15-Jul-22	US	App. # 17/812,989 (93478-0202-0806) TRACK 1
Status	Entitled	Filed/Granted	Country	Application/Pub. No./Pat No.

Granted: 05 Jul 2022 Continuation of 15/948,945	Systems and methods for restoring muscle function to the lumbar spine and kits for implanting same	17-Oct-19 (Granted 05-Jul-22)	S	App. # 16/656,500 U.S. Pub. # 2020/0046972 A1 Pat. # 11,376,427 (93478-0139-1203)
Granted: 22 Oct 2019 1st Maintenance Fee Due: 22 April 2023 Continuation of 15/202,435	Systems and methods for restoring muscle function to the lumbar spine and kits for implanting same	09-Apr-18 (Granted 22-Oct-19)	SS	App. # 15/948,945 U.S. Pub. # 2018/0221659 A1 Pat. # 10,449,355 B2 (93478-0066-1702)
Granted: 24 Apr 2018 2nd Maintenance Fee Due: <u>25 Oct 2025</u> Continuation-in-Part of 14/792,430	Systems and methods for restoring muscle function to the lumbar spine and kits for implanting same	05-Jul-16 (Granted: 24-Apr-18)	SO	App. # 15/202,435 U.S. Pub. # 2016/0310732 A1 Pat. # 9,950,159 B2 (93478-0065-1201)
Completed	Systems and methods for implanting electrode leads for use with implantable neuromuscular electrical stimulator	27-May-15	PCT	App. # PCT/US2015/32732 Pub. # WO 2015/187426 A1 (93478-0086-1110)
Granted: 29 May 2018 2 nd Maintenance Fee due: <u>02 Dec 2025</u> Divisional of 14/295,153 and Continuation-in-Part of 13/797,100 & 14/061,614	Systems and methods for implanting electrode leads for use with implantable neuromuscular electrical stimulator	12-Nov-15 (Granted: 29-May-18)	US	App. # 14/939,955 U.S. Pub. # 2016/0067476 A1 U.S. Pat. # 9,981,122 B2 (93478-0055-1102)
Granted: 17 Nov 2015 2nd Maintenance Fee due: <u>17 May 2023</u> Continuation-in-Part of 13/797,100 & 14/061,614	Systems and methods for implanting electrode leads for use with implantable neuromuscular electrical stimulator	03-Jun-14 (Granted: 17-Nov-15)	S	App. # 14/295,153 U.S. Pub. # 2014/0288616 A1 U.S. Pat. # 9,186,501 B2 (93478-0054-1101)
Status	Entitled	Filed/Granted	Country	Application/Pub. No./Pat No.

Application/Pub. No./Pat No.	Country	Filed/Granted	Entitled	Status
App. # 17/810,586 (93478-02) 6-1204)	US	01-Jul-22	Systems and methods for restoring muscle function to the lumbar spine and kits for implanting same	Pending Continuation of 16/656,500
App. # PCT/IB17/053945 Pub. # WO2018/007913 A1 (93478-3072-1210)	РСТ	30-Jun-17	Systems and methods for restoring muscle function to the lumbar spine and kits for implanting same	Completed
App. #15/202,485 Pub. #2018/0008311 A1 Pat. #10,327,810 B2 (93478-0076-1301)	SN	05-Jul-16 (Granted: 25-June-19)	Systems and methods for enhanced implantation of electrode leads between tissue layers	Granted: 25 June 2019 1 st Maintenance Fee Due: <u>27 Dec 2022</u>
App. # 16/443,819 Pub. # 2019/0328423 A1 Pat. # 11,406,421 (93478-9077-1302)	SN	17-Jun-19 (Granted 09-Aug-22)	Systems and methods for enhanced implantation of electrode leads between tissue layers	Granted: 09 Aug 2022 Divisional of 15/202,485
App. # 17/816,519 (93478-0220-1303)	US	01-Aug-22	Systems and methods for enhanced implantation of electrode leads between tissue layers	Pending Continuation of 16/443,819
App. #PCT/IB17/053946 Pub. #WO/2018/007914 A1 (93478-0078-1310)	PCT	30-Jun-17	Systems and methods for enhanced implantation of electrode leads between tissue layers	Completed
App. # 16/264,632 US Pub. # 2019/0167995 A1 U.S. Pat. # 11,103,706 B2 {93&78-0083-1401}	SN	31-Jan-19 (Granted: 31-Aug-21)	Systems and methods for enhancing function of spine stabilization muscles associated with a spine surgery intervention	Granted: 31 August 2021 Continuation-in-Part of 14/792,430

Application/Pub No /Pat No	Country	Filed/Granted	Fortified	Status
App. # 17/411,713 US Pub. # 2021/ 0379380 A1 U.S. Pat. # 11,331,488 B2 (93478-0200-1402)	SN	25-Aug-21 (Granted: 17-May-22)	Systems and methods for enhancing function of spine stabilization muscles associated with a spine surgery intervention	Granted: 17 May 2022 Continuation of 16/264,632
App. # 17/660,375 (93478-0211-1403) TRACK 1	SN	22-Apr-22	Systems and methods for enhancing function of spine stabilization muscles associated with a spine surgery intervention	Pending: Awaiting 1st OA Continuation of 17/411,713 CIP of 17/173,121
App. # 63/366,132 (93478-0155-1500)	US	09-Jun-22	Fatigue-resistant electrostimulation leads and methods of use thereof	Pending: Conversion Deadline: 09 Jun 2023
App. # 63/269,756 (93478-0210-1600)	SN	22-Mar-22	Systems and methods for extracting an electrode lead	Pending: Conversion Deadline: 22 Mar 2023

CHEDULE C

TRADEMARKS

United States	United States		Country United
MAINSTAY Class 10: Medical devices for therapy for chronic pain conditions, namely, for the treatment of chronic back pain; medical apparatus for the relief of pain, namely, for the treatment of back pain	REACTIV8 Class 10: Medical apparatus for the relief of pain, namely, for the treatment of back pain; medical device for therapy of chronic pain conditions, namely, for the treatment of chronic back pain	Class 10: Medical apparatus for the relief of pain, namely, for the treatment of back pain; medical devices for therapy for chronic pain conditions, namely, for the treatment of chronic back pain	Class: Goods MAINSTAY MEDICAL and
Registered 85757863	Registered 85757858		Status Number Registered 85757856
18-Oct-2012 5156326	18-Oct-2012 5156325		Filing Date Number 18-Oct-2012 5156324
07-Mar-2017 §8 (6 Year) Declaration due: 07-Mar-2023 Renewal: 07-Mar-2027	07-Mar-2017 §8 (6 Year) Declaration due: 07-Mar-2023 Renewal: 07-Mar-2027	due: 07-Mar-2023 Renewal: 07-Mar-2027	Date 07-Mar-2017

SCHEDULE D

LICENSES

None.

TRADEMARK REEL: 007818 FRAME: 0697

RECORDED: 09/09/2022