

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUNA CARE, INC.		01/24/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bramalea Partners Fund, L.P.		
Street Address:	184 High Street		
Internal Address:	Suite 402		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88291607	AUTO-CHARTING	
Registration Number:	5865858	SAFETY SHIELD	
Registration Number:	5900503	PHYSICAL THERAPY, DELIVERED	
Registration Number:	5733381		
Registration Number:	6868037	PAIN FREE AND LOVING IT	
Serial Number:	90736698	REHAB AT HOME	
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>			
Email:	bethany.stokes@gtlaw.com		
Correspondent Name:	Bethany A. Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	208665.010100		
NAME OF SUBMITTER:	Bethany A. Stokes		
SIGNATURE:	/Bethany A. Stokes/		

CH \$165.00 88291607

DATE SIGNED:	01/24/2023
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 24, 2023 (the “*Effective Date*”) by and between Bramalea Partners Fund, L.P. (the “*Secured Party*”) and LUNA CARE, INC., a Delaware corporation (the “*Grantor*”).

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Secured Promissory Note, issued to the Secured Party by the Grantor on Effective Date (as the same may be amended, modified or supplemented from time to time, the “*Note*”; capitalized terms used herein are used as defined in the Note or the Security Agreement (as defined in the Note), as applicable). The Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Party, a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreements.

B. Pursuant to the terms of the Note, Grantor has granted to the Secured Party a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, Grantor grants and pledges to Secured Party a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreements. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreements, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreements, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement shall be governed by the laws of the State of Delaware.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

LUNA CARE, INC.

6030 West Oaks Boulevard
Rocklin, CA 95765
Attn: Chief Executive Officer

By: Kris Duggan
Name: Kris Duggan

Title: CEO

SECURED PARTY:

Address of Lender:

Bramalea Partners Fund, L.P.

184 High Street, Suite 402
Boston, MA 02110

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

LUNA CARE, INC.

6030 West Oaks Boulevard
Rocklin, CA 95765
Attn: Chief Executive Officer

By: _____
Name: _____
Title: _____

SECURED PARTY:

Address of Lender:

Bramalea Partners Fund, L.P.

184 High Street, Suite 402
Boston, MA 02110

By: Andrew Boyd
Name: Andrew Boyd
Title: Partner

Signature Page to IP Security Agreement

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
"Auto-charting"	88,291,607	May 8, 2019
"Safety Shield"	5,865,858	September 24, 2019
"Physical Therapy, Delivered"	5,900,503	November 5, 2019
Company logo (shaded circle)	5,733,381	April 23, 2019
"Pain free and loving it."	6,868,037	October 13, 2021
"Rehab-at-Home"	90,736,698	July 28, 2022