

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADRYN HEALTH PARTNERS, LP		02/09/2023	Limited Partnership:
RECEIVING PARTY DATA			
Name:	MADRYN FUND ADMINISTRATION, LLC		
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 Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77424689	ASANTE	
Serial Number:	86864480	BIGFOOT BIOMEDICAL	
Serial Number:	87916412	BIGFOOT BIOMEDICAL	
Serial Number:	87266605	BIGFOOT LOOP	
Serial Number:	86864537	OO	
Serial Number:	77486730	PEARL	
Serial Number:	87501164	SMARTLOOP	
Serial Number:	85921995	ASANTE SNAP	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	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		

OP \$215.00 77424689

ATTORNEY DOCKET NUMBER:	043094-000019
NAME OF SUBMITTER:	James Van Cleave Gambrell
SIGNATURE:	/James Van Cleave Gambrell/
DATE SIGNED:	02/10/2023

Total Attachments: 5

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NOTICE OF AGENCY ASSUMPTION FOR SECURITY INTEREST IN TRADEMARKS

This NOTICE OF AGENCY ASSUMPTION FOR SECURITY INTEREST IN TRADEMARKS dated as of February 9, 2023 (this “Notice of Agency Assumption”), is made by MADRYN HEALTH PARTNERS, LP, a Delaware limited partnership (“Madryn Health”) and MADRYN FUND ADMINISTRATION, LLC, a Delaware limited liability company (“Madryn Fund”).

WHEREAS, reference is made to that certain Credit Agreement (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), dated as of March 12, 2021, among BIGFOOT BIOMEDICAL, INC. a Delaware corporation (“Company”), the Guarantors (defined therein), the Lenders (defined therein) and Madryn Health.

WHEREAS, pursuant to that certain Security Agreement dated March 12, 2021, (“Security Agreement”), by and among the Company and Madryn Health, the Company granted to Madryn Health, as administrative agent, a continuing security interest in and continuing lien upon certain trademarks, trademark licenses, and trademark applications, including the trademarks, trademark licenses and trademark applications set forth on Schedule 1 (collectively, the “Trademark Collateral”).

WHEREAS, pursuant to the Security Agreement, Company executed and delivered to Madryn Health, for the benefit of the Secured Parties, a Notice of Grant of Security Interest in Trademarks (“Notice”).

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on March 12, 2021, at Reel 007220, Frame 0220.

WHEREAS, pursuant to that certain Agency Resignation, Appointment, Assumption and Waiver Agreement, dated February 9, 2023 (“Agency Assumption Agreement”), Madryn Health resigned as administrative agent in accordance with the Credit Agreement, and the Required Lenders appointed Madryn Fund to act as Successor Administrative Agent (as defined in the Agency Assumption Agreement) under the Credit Agreement and other Loan Documents (including the Security Agreement and the Notice regarding the Trademark Collateral), and Madryn Fund accepted its appointment to serve as Administrative Agent.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Madryn Health and Madryn Fund agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement, the Notice, or the Agency Assumption Agreement.

SECTION 2. Notice of Agency Assumption. Madryn Health and Madryn Fund hereby acknowledge and agree that, pursuant to the Agency Assumption Agreement, Madryn Fund is the Successor Administrative Agent and is now vested with all rights and remedies of the Administrative Agent under the Security Agreement, including the security interest in and continuing lien upon the Trademark Collateral.

SECTION 3. Recordation. Madryn Health and Madryn Fund hereby authorize the recordation of this Notice of Agency Assumption with the USPTO.

SECTION 4. Choice of Law. This Notice of Agency Assumption and obligations of the parties hereunder, and all of their successors, assigns, and transferees, shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Madryn Health and Madryn Fund have caused this Notice of Agency Assumption for Security Interest in Trademarks to be duly executed as of the date first set forth above.

MADRYN HEALTH:

MADRYN HEALTH PARTNERS, LP,
a Delaware limited partnership

By: MADRYN HEALTH ADVISORS, LP,
its General Partner

By: MADRYN HEALTH ADVISORS GP, LLC,
its General Partner



By:
Name: Avinash Amin
Title: Member

MADRYN FUND:

MADRYN FUND ADMINISTRATION, LLC,
a Delaware limited liability company

By: MADRYN ASSET MANAGEMENT, LP,
its Managing Partner

By: MADRYN ASSET MANAGEMENT GP, LLC,
its General Partner



By:
Name: Avinash Amin
Title: Sole Member

Schedule 1

Trademarks owned by Company

<u>Mark</u>	<u>Country</u>	<u>App. Number</u>	<u>Filed Date</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
ASANTE	USA	77424689	2008-03-18	2011-11-15	4056609
BIGFOOT BIOMEDICAL	USA	86864480	2016-01-04	2017-05-23	5210270
BIGFOOT BIOMEDICAL & Design	USA	87916412	2018-05-10	2019-07-09	5797271
BIGFOOT BIOMEDICAL & Design	International	1422245	2018-06-21	2018-06-21	1422245
BIGFOOT BIOMEDICAL & Design	Australia	1422245	2018-06-21	2018-06-21	1422245
BIGFOOT BIOMEDICAL & Design	China	1422245	2018-06-21		
BIGFOOT BIOMEDICAL & Design	India	1422245	2018-06-21		
BIGFOOT BIOMEDICAL & Design	Japan	1422245	2018-06-21	2018-06-21	1422245
BIGFOOT BIOMEDICAL & Design	Mexico	1422245	2018-06-21	2018-06-21	1422245
BIGFOOT BIOMEDICAL & Design	Russian Federation	1422245	2018-06-21	2018-06-21	1422245
BIGFOOT BIOMEDICAL & Design	Brazil	915835410	2018-09-06	2019-08-06	915835410
BIGFOOT BIOMEDICAL & Design	Brazil	915835487	2018-09-06	2019-08-06	915835487
BIGFOOT LOOP	USA	87266605	2016-12-13		
BIGFOOT UNITY	International	1497789	2019-09-10	2019-09-10	1497789
BIGFOOT UNITY	Australia	1497789	2019-09-10		
BIGFOOT UNITY	Canada	1497789	2019-09-10		
BIGFOOT UNITY	China	1497789	2019-09-10	2019-09-10	1497789
BIGFOOT UNITY	India	1497789	2019-09-10	2019-09-10	1497789
BIGFOOT UNITY	Japan	1497789	2019-09-10		
BIGFOOT UNITY	Mexico	1497789	2019-09-10		
BIGFOOT UNITY	Russian Federation	1497789	2019-09-10	2019-09-10	1497789
Eye Logo	USA	86/864,537	2016-01-04		
Eye Logo	International	1421364	2018-06-21	2018-09-06	1421364
Eye Logo	Australia	1421364	2018-06-21	2018-06-21	1421364
Eye Logo	China	1421364	2018-06-21	2018-06-21	1421364

Schedule 1 to Notice of Agency Assumption for Security Interest in Trademarks

<u>Mark</u>	<u>Country</u>	<u>App. Number</u>	<u>Filed Date</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
Eye Logo	India	1421364	2018-06-21	2018-06-21	1421364
Eye Logo	Japan	1421364	2018-06-21	2018-06-21	1421364
Eye Logo	Mexico	1421364	2018-06-21	2018-06-21	1421364
Eye Logo	Russian Federation	1421364	2018-06-21	2018-06-21	1421364
Eyes Logo	Brazil	915835576	2018-09-06	2019-07-23	915835576
Eyes Logo	Brazil	915835614	2018-09-06	2019-07-23	915835614
PEARL	USA	77/486,730	2008-05-29	2011-11-29	4063655
SMARTLOOP	USA	87/501,164	2017-06-22		
UNITY	International	1496480	2019-09-10	2019-09-10	1496480
UNITY	Russian Federation	1496480	2019-09-10		
UNITY	Mexico	1496480	2019-09-10		
UNITY	Japan	1496480	2019-09-10		
UNITY	India	1496480	2019-09-10		
UNITY	Canada	1496480	2019-09-10		
UNITY	Australia	2049287(IR:1496480)	2019-09-10	2019-09-10	1496480
UNITY	China	1496480	2019-09-10		
BIGFOOT BIOMEDICAL OO and Design	Canada	1919013	2018-09-10		
Design Only	Canada	1917459	2018-08-30		
BIGFOOT	European Union	017311127	2017-10-11	2018-02-12	017311127
Design Only	European Union	017312075	2017-10-12	2018-02-12	017312075
ASANTE SNAP	US	85921995	2013-05-02		