

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM788296

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NeoLight, LLC		02/17/2023	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SWK Funding LLC		
<b>Street Address:</b>	14755 Preston Road, Suite 105		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97672825	PAL	
<b>Serial Number:</b>	97672827	PACIFIER ACTIVATED LULLABY (PAL)	
<b>Serial Number:</b>	87945831		
<b>Serial Number:</b>	87945825	NEOLIGHT	
<b>Serial Number:</b>	87021274	SKYLIFE	
<b>Serial Number:</b>	85437256	ROP CHECK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7033826485		
<b>Email:</b>	DHall@vlplawgroup.com		
<b>Correspondent Name:</b>	Davis Hall		
<b>Address Line 1:</b>	12703 Hitchcock Court		
<b>Address Line 4:</b>	Reston, VIRGINIA 20191		
<b>NAME OF SUBMITTER:</b>	Davis Hall		
<b>SIGNATURE:</b>	/DavisHall/		
<b>DATE SIGNED:</b>	02/21/2023		

OP \$165.00 97672825

**Total Attachments: 9**

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source=(SWK-NeoLight) EXECUTED Intellectual Property Security Agreement (NeoLight, LLC)\_2-17-23#page7.tif  
source=(SWK-NeoLight) EXECUTED Intellectual Property Security Agreement (NeoLight, LLC)\_2-17-23#page8.tif  
source=(SWK-NeoLight) EXECUTED Intellectual Property Security Agreement (NeoLight, LLC)\_2-17-23#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 17, 2023 (as may be amended, restated, amended and restated, waived, supplemented, or otherwise modified from time to time, this “Agreement”), made by NeoLight, LLC, a Arizona limited liability company (“Grantor”), 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 Grantor, 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 Grantor, 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 Grantor, the other grantors party thereto from time to time, and Agent, 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 Grantor in, to and under all of 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, 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, 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, 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 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 Grantor, and including, without limitation, 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 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 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 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 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 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.

**GRANTOR:**

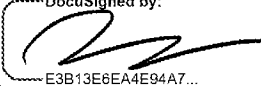
**NEOLIGHT, LLC,**  
an Arizona limited liability company

By:   
Name: Vivek Kopparthi  
Title: Chief Executive Officer and Executive Chairman

**AGENT:**

**SWK FUNDING LLC,**  
as Agent and a Lender

By: SWK Holdings Corporation,  
its sole Manager

DocuSigned by:  
  
By: \_\_\_\_\_  
E3B13E6EA4E94A7...  
Name: Joe D. Staggs  
Title: President

**Schedule I**

**Registered Copyright Licenses**

None.

**Copyrights**

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		




**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEMS AND METHODS FOR BILIRUBIN ANALYSIS	16447274	06/20/2019
PHOTOTHERAPY APPARATUSES AND METHODS	10369376	08/06/2019
	15143277	04/29/2016
PHOTOTHERAPY APPARATUSES AND METHODS	10369377	08/06/2019
	15882485	01/29/2018
SYSTEM AND METHODS FOR BILIRUBIN ANALYSIS	10371707	08/06/2019
	16374234	04/03/2019
PHOTOTHERAPY APPARATUSES AND METHODS	16379226	04/09/2019
SYSTEM AND METHODS FOR BILIRUBIN ANALYSIS	10324097	06/18/2019
	15954360	04/16/2018
PHOTOTHERAPY APPARATUSES AND METHODS	18098585	04/09/2019
PACIFIER SYSTEM AND METHOD OF THERAPEUTICALLY TREATING INFANT SUCKING RESPONSE	5830235	11/09/1998
	972191	11/18/1997

**Trademarks**

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PAL	97672825	11/10/2022
PACIFIER ACTIVATED LULLABY (PAL)	97672827	11/10/2022
	87945831	06/02/2018
	5840748	08/20/2019
NEOLIGHT	87945825	06/02/2018
	5840747	08/20/2019
SKYLIFE	87021274	05/02/2016
	5807206	07/16/2019
ROP CHECK	85437256	10/02/2011
	4220719	10/09/2012

**Mask Works**

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		