TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM801142

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FASTFORM HOLDINGS LIMITED		09/29/2015	Corporation: IRELAND
FASTFORM RESEARCH, LTD.		09/29/2015	Corporation: IRELAND

RECEIVING PARTY DATA

Name:	BREG, INC.		
Street Address:	2885 Loker Avenue East		
City: Carlsbad			
State/Country:	CALIFORNIA		
Postal Code:	92010		
Entity Type:	Corporation: CALIFORNIA		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark			
Registration Number:	3608108	FASTFORM			
Registration Number:	3608109	FASTFORM			
Registration Number:	4791511	FF FASTFORM			

CORRESPONDENCE DATA

Fax Number:

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: 858-272-8705

Email: rod@rbrowniplaw.com **Correspondent Name:** Rodney F. Brown Address Line 1: 3365 Baltimore Street

Address Line 4: San Diego, CALIFORNIA 92117

NAME OF SUBMITTER:	Rodney F. Brown
SIGNATURE:	/Rodney F. Brown/
DATE SIGNED:	04/06/2023

Total Attachments: 6

source=2015-09-29 Grant of Security Interest#page1.tif

TRADEMARK REEL: 008036 FRAME: 0008

900763990



TRADEMARK REEL: 008036 FRAME: 0009

GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS** (this "Agreement"), dated as of September 29, 2015, is made by and among **FASTFORM HOLDINGS LIMITED**, a corporation formed under the laws of the Republic of Ireland and **FASTFORM RESEARCH**, **LTD.**, a corporation formed under the laws of the Republic of Ireland (collectively, the "Grantors"), in favor of **BREG**, **INC.**, a California corporation (the "Secured Party").

WITNESSETH:

WHEREAS, the Grantors are issuing to the Secured Party a Promissory Note (as amended, restated, modified, extended or renewed from time to time, the "Note");

WHEREAS, to secure the full and performance of Grantors' obligations under the Note, the Secured Party is requiring that Grantors enter into this Agreement to grant a security interest in all of each Grantor's patents, trademarks and other intellectual property listed on <u>Schedule A</u> and Schedule B hereto; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

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

SECTION 1. <u>Defined Terms</u>. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Note.

SECTION 2. Security Interest in Patents and Trademarks. As collateral security for the prompt payment in full when due of the indebtedness, liabilities and obligations (collectively, the "Obligations") of Grantors to the Secured Party under the Note and of Grantors under this Agreement (and, if applicable, under any guaranty of the Note), whether now existing or hereafter arising, each Grantors hereby grant to the Secured Party a continuing first priority security interest in all of the following Intellectual Property of such Grantor (the "Collateral"):

- (a) all of Grantors' trademarks and trademark applications, together with all renewals, reversions and extensions of the foregoing, including, without limitation, those trademarks listed on <u>Schedule A</u> (the "*Trademarks*");
- (b) all of the Grantors' registered/issued patents and patent applications, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, including, without limitation, those patents listed on <u>Schedule B</u> (the "Patents").

DM_US 63609277-2.094833.0010

- SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Note and is expressly subject to the terms and conditions thereof. The Note (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 4. Right to Inspect: Further Assignments and Security Interests. The Secured Party shall have the right, at any reasonable time and from time to time, to inspect any Grantor's premises and to examine any Grantor's books, records and operations relating to the Patents; provided, that in conducting such inspections and examinations, the Secured Party shall use its commercially reasonable efforts not to disturb unnecessarily the conduct of Debtor's ordinary business operations. Each Grantor agrees not to sell or assign its respective interests in, or grant any license under, the Patents without the prior written consent of the Secured Party.
- SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Note, the terms of the Note shall govern.
- SECTION 6. Nature and Continuation of Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents and the Trademarks and shall remain in full force and effect until the Obligations have been paid in full and the Note has been terminated.
- SECTION 7. <u>Termination</u>. Upon the payment in full of the Obligations and termination of any further obligation to make loans to Grantor under the Note, the Secured Party shall execute a termination of this Agreement in form for recording with the United States Patent and Trademark Office.
- SECTION 8. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
- SECTION 9. <u>Governing Law</u>. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark and Patent Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

FASTFORM HOLDINGS LIMITED, a

corporation formed under the laws of the

Republic of Ireland

By: P. M. Cauly
Name: PATRICK M' CAULEY
Title: DIRECTOR

FASTFORM RESEARCH, LTD., a

corporation formed under the laws of the

Republic of Ireland

SECURED PARTY:

BREG, INC., a California corporation

Name: Jam Sohn
Title: VP, Govern/Coursel+Secretar/

[GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS]

TRADEMARK REEL: 008036 FRAME: 0012

SCHEDULE A

TRADEMARKS FASTFORM RESEARCH LTD.

MARK	COUNTRY	SERIAL NO	FILE DATE	REG. NO.	REG. DATE	GOODS/SERVICES	
FF FASTFORM	U.S.	86246606	4/9/14	4791511	8/11/15	Orthopedic splints, braces, and soft goods, namely, cushions and padding, and orthopedic supports, finger splints and guards for medical use, medical braces for wrists, orthoses in the nature of orthopedic supports, namely, thumb braces, wrist braces, and wrist splints.	
						Protective padding for use in hockey, baseball, hurling, canoeing, rugby, football, soccer, lacrosse, equestrianism, and wrestling, and arms, wrists and fingers guards for sports.	
FASTFORM	U.S.	77228803	7/13/07	3608108	4/21/09	[medical apparatus and instruments, namely, bone	
FastForm					setting machines, instruments, and devices;] casts for orthopedic purposes, casts for medical purposes; splints for medical purposes, orthopedic splints, surgical splints [, splints for fingers, arms, legs, and backs]; padding for orthopedic casts; orthopedic braces; [orthopedic footwear and supports; orthopedic soles;] braces for limbs and joints for medical use [; medical braces for knees, ankles, elbows, arms, legs and backs]		
FASTFORM	U.S.	77228885	7/13/07	3608109	4/21/09	medical apparatus and instruments, namely, bone setting	
Fast 0 Form						machines, instruments, and devices; casts for orthopedic purposes, casts for medical purposes;	
						splints for medical purposes, orthopedic splints, surgical splints, splints for fingers,	

DM_US 63609277-2.094833.0010

TRADEMARK REEL: 008036 FRAME: 0013

MARK	COUNTRY	SERIAL NO	FILE DATE	REG. NO.	REG. DATE	GOODS/SERVICES
						arms, legs, and
						backs; padding for orthopedic casts; orthopedic braces; orthopedic footwear and supports; orthopedic soles; braces for limbs and joints for medical use; medical braces for knees, ankles, elbows, arms, legs and backs
						Clothing, namely, caps, shirts, t-shirts, gold shirts, pants, shorts, skirts, sweatpants, sweatshirts, footwear, and headwear
						scientific research and design for others in the fields of orthopedic apparatus, devices and instruments, and medical braces

SCHEDULE B

PATENTS FASTFORM RESEARCH, LTD.

PATENT TITLE	COUNTRY	Patent No.	Date of Patent
GEOMETRICALLY APERTURED PROTECTIVE AND/OR SPLINT DEVICE COMPRISING A RE-MOULDABLE THERMOPLASTIC MATERIAL	U.S.	7,985,192	7/26/11
COMPLIANCE STRAPPING	U.S.	8,821,423	9/2/14
THERMO-FORMABLE SUPPORT PRODUCTS AND HEATING MEANS THEREFOR	U.S.	8,853,603	10/7/14
UNIVERSAL GUTTER ORTHOSIS DEVICE AND METHOD OF USE (PROVISIONAL)	U.S.	62091473 PROVISIONAL	N/A

DM_US 63609277-2.094833.0010

RECORDED: 04/06/2023

TRADEMARK REEL: 008036 FRAME: 0015