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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM822454

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PTL OPCO LLC		07/06/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PAIN TEQ, LLC	
Street Address:	1511 N. Westshore blvd.	
Internal Address:	Suite 470	
City:	Татра	
State/Country:	FLORIDA	
Postal Code:	33607	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	6855109	LINQ
Registration Number:	6836303	PAIN TEQ
Registration Number:	6836304	PAIN TEQ
Registration Number:	6836305	PAIN TEQ
Registration Number:	6535437	PAIN TEQ
Serial Number:	98035590	PAIN TEQ
Serial Number:	98035581	LINQ
Serial Number:	98029879	PAIN TEQ
Serial Number:	98029862	PAIN TEQ
Serial Number:	98029845	PAIN TEQ
Serial Number:	98029760	PAIN TEQ
Serial Number:	90393083	LINQ

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: 8135065194

Email: Patrick.Reid@hwhlaw.com

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Correspondent Name: Patrick A. Reid

Address Line 1: 101 E. Kennedy Blvd.

Address Line 2: Suite 3700

Address Line 4: Tampa, FLORIDA 33602

NAME OF SUBMITTER:	Patrick A. Reid
SIGNATURE:	/Patrick A. Reid/
DATE SIGNED:	07/06/2023

Total Attachments: 15

source=Executed - MVP Pain TEQ - Intercompany License Agreement#page1.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page2.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page3.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page4.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page5.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page6.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page7.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page8.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page9.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page10.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page11.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page12.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page13.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page14.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page14.tif source=Executed - MVP Pain TEQ - Intercompany License Agreement#page15.tif

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INTERCOMPANY LICENSE AGREEMENT

This Intercompany License Agreement is effective as of July 6, 2023 (the "<u>Effective Date</u>") by and between PTL Opco LLC, a Delaware limited liability company ("<u>Licensor</u>"), and Pain TEQ, LLC, a Florida limited liability company ("<u>Licensee</u>").

WHEREAS, Licensor is a wholly-owned indirect subsidiary of Licensee;

WHEREAS, Licensee is transferring as a capital contribution, will transfer as a capital contribution and/or has transferred as a capital contribution, to Licensor, all right, title and interest to certain Intellectual Property (and rights related thereto) listed on <u>Exhibit A</u> attached hereto (which may be updated from time to time);

WHEREAS, Licensee desires to obtain a non-exclusive license from Licensor to commercialize and exploit such Intellectual Property (and rights related thereto); and

WHEREAS, Licensor is willing to non-exclusively license such Intellectual Property (and rights related thereto) to Licensee under the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms used herein will have the respective meanings given to them in the Loan Agreement. In this Agreement:

- 1.1 "<u>Agreement</u>" means this agreement as amended, supplemented (including a supplement of <u>Exhibit A</u> hereto) and otherwise modified from time to time in accordance with the terms hereof and the Loan Agreement.
- 1.2 "<u>Confidential Information</u>" means all written or oral information, disclosed by either Party to the other, related to the business, research, sales, technology or operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- 1.3 "Improvement" means any addition, improvement, modification, enhancement and/or derivative work of the Licensed IP, and all Intellectual Property (and rights relating thereto) in any such addition, improvement, modification, enhancement and/or derivative work, that is created, developed, licensed or acquired by Licensor after the Effective Date.
- 1.4 "<u>Licensed IP</u>" means all Intellectual Property (and rights relating thereto) owned or controlled by Licensor, including any Improvements thereto owned or controlled by Licensor now and in the future, excluding the Licensed Marks.
- 1.5 "<u>Licensed Marks</u>" means all trademarks, trade names, service marks, logos and other source identifiers owned or controlled by Licensor now and in the future.

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- 1.6 "<u>Loan Agreement</u>" means that certain Term Loan Agreement, dated on or about the date of this Agreement, among Licensee, Licensor and U.S. Bank Trust Company, National Association, as administrative agent and collateral agent, among others.
- 1.7 "<u>Material Adverse Effect</u>" shall mean a material adverse effect on the business, financial condition, performance or operations of Licensee and its subsidiaries taken as a whole, or on the Licensed IP or the Licensed Marks.
 - 1.8 "Parties" means the parties to this Agreement.
 - 1.9 "<u>Term</u>" shall have the meaning set forth in Section 4.1.
 - 2. LICENSE TO LICENSED IP
- 2.1 <u>License Grant</u>. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, during the Term, a non-exclusive, non-transferable (except as provided herein or as required or permitted under the Loan Agreement), fully-paid, royalty-free, non-sublicenseable (except as permitted under the Loan Agreement), irrevocable during the Term (except as specifically provided herein or in the Loan Agreement), worldwide right and license to make, develop, design, create, have made, modify, use, market, sell, import, export, distribute, reproduce, make derivative works of, and otherwise exploit the Licensed IP and Improvements, including the right to enforce and defend the Licensed IP and Improvements.
- 2.2 <u>Ownership of Licensed IP</u>. Licensor owns and retains all right, title and interest in and to the Licensed IP (including all rights related thereto), subject to the license granted to Licensee in Section 2.1.
- 2.3 Restrictions. Licensee shall not use the Licensed IP beyond the scope of the license granted in this Section 2. Without limiting the foregoing, Licensee shall not, except as expressly contemplated in this Agreement, as required or provided by the Loan Agreement or as otherwise agreed in writing between the Parties, assign, sell or otherwise transfer or convey, or pledge as security or otherwise further encumber, Licensor's rights under the license granted in this Section 2. Licensee shall use the Licensed IP in compliance with Licensor's obligations to any third party, provided that Licensor has notified Licensee of such obligations. Licensee shall ensure that its use of the Licensed IP complies with all applicable laws, statutes, regulations and rules promulgated by governing authorities having jurisdiction over the Parties and the Licensed IP.
- 2.4 <u>Patent Marking</u>. Licensee and its sublicensees are authorized to mark any applicable products pursuant to 35 U.S.C. § 287.
- 2.5 Right to Enforce Licensed IP and Licensed Marks. Pursuant to this Agreement, Licensee has full power and authority in its discretion to, but has no obligation to: (a) bring suit or other action or proceeding to enforce, in its own name, at its own expense, and on its own behalf, the Licensed IP and the Licensed Marks and defend in its own name, at its own expense, any allegation of invalidity, ineligibility, unpatentability, non-infringement or cancellation of any of the Licensed IP or Licensed Marks; (b) in any such suit, action or proceeding, enjoin infringement and collect, for its use, damages, profits and awards of whatever nature recoverable for such infringement, including damages for infringement occurring prior to the effective date of this

Agreement; and (c) settle any claim, suit or other action or proceeding with respect to the Licensed IP or Licensed Marks. To ensure proper standing for any such suit, action or proceeding, upon Licensee's request Licensor shall initiate or join as a party thereto.

3. LICENSE TO LICENSED MARKS

- 3.1 <u>License Grant</u>. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, during the Term, a non-exclusive, non-transferable (except as provided herein and as required or permitted by the Loan Agreement), fully-paid, royalty-free, non-sublicenseable (except as permitted under the Loan Agreement), irrevocable during the Term (except as otherwise provided herein or in the Loan Agreement), worldwide right and license to use the Licensed Marks during the Term, solely in conjunction with Licensee's business.
- 3.2 Ownership. Licensor retains (a) all ownership, right, title and interest in and to the Licensed Marks and (b) all goodwill of any portion of the Parties' businesses associated and connected therewith, subject to the license granted to Licensee in Section 3.1.
- 3.3 <u>Goodwill</u>. All goodwill arising in the Licensed Marks shall inure solely to the benefit of Licensor.
- 3.4 <u>General Usage Guidelines</u>. Notwithstanding any other provision of this Agreement, Licensee acknowledges and agrees that all use of the Licensed Marks by Licensee and its sublicensees shall at all times remain subject to any trademark usage guidelines and specifications, in such form, style, appearance and usage as Licensor may from time to time provide to Licensee.
- 3.5 Quality Control; Usage Restrictions. Without limiting the foregoing, Licensee will not, and will not permit its sublicensees to, without Licensor's prior written consent: (a) knowingly use the Licensed Marks in any manner that disparages or tarnishes the Licensed Marks or the reputation of Licensor, or that could reasonably be expected to do so; (b) modify the Licensed Marks; (c) combine the Licensed Marks with any other marks or create any composite marks; (d) register or attempt to register any Licensed Marks in any jurisdiction or create, use, register or attempt to register any mark confusingly similar to any Licensed Marks; (e) challenge Licensor's proprietary rights in and to the Licensed Marks, or (f) knowingly undertake any action that impairs such ownership rights of Licensor, or that could reasonably be expected to do so. Licensee acknowledges and is familiar with the high standards and reputation for quality symbolized by the marks included in the Licensed Marks, and Licensee shall conduct its business in a manner at least consistent with such quality standards and reputation. Licensor may exercise quality control over all uses of the Licensed Marks under this Agreement to maintain the validity of the Licensed Marks and protect the goodwill associated therewith. At Licensor's reasonable request: (i) Licensor (or its representative) may inspect Licensee's facilities, on reasonable notice and during normal business hours; and (ii) Licensee shall submit to Licensor a representative sample of any use of the Licensed Mark by Licensee for Licensor's review and approval, subject to Section 3.6. Licensee acknowledges and agrees that, based on the special relationship of trust between the Parties, Licensor may reasonably rely on Licensee to perform any inspection or review necessary to ensure Licensee's compliance with Licensor's quality standards and the other requirements set forth in this Section 3.5.

- 3.6 <u>Approvals</u>. Licensor acknowledges and agrees that all uses of the Licensed Marks made by Licensee as of the Effective Date meet Licensor's quality standards and the other requirements set forth in Section 3.5 and are hereby deemed approved by Licensor. Approval of any use by Licensee of the Licensed Marks, once given by Licensor, will continue in effect, without need for future approval, so long as Licensee's use of the Licensed Marks continues to be substantially consistent with such previously approved use.
- 3.7 <u>Access to Information</u>. Licensee will cooperate, and use commercially reasonable efforts to cause its sublicensees to cooperate, with Licensor in every reasonable way to maintain all Licensed Marks, including providing acceptable specimens of use, information or testimony, and executing any affidavits of use as reasonably requested in writing by Licensor.

4. TERM; TERMINATION; SURVIVAL

- 4.1 <u>Term.</u> This Agreement shall be effective upon the Effective Date and shall continue for the life of the last to expire of the Licensed IP and Licensed Marks, unless and until earlier terminated pursuant to Section 4.2 (the "<u>Term</u>").
- 4.2 <u>Termination</u>. Each Party may terminate this Agreement at any point upon 30 days' written notice to the other Party. Notwithstanding the foregoing, this Agreement shall automatically be terminated if any of the following occur: (a) Licensee commences a voluntary case under the Bankruptcy Code or the corresponding provisions of any successor laws; (b) any Person commences an involuntary case against Licensee under the Bankruptcy Code or the corresponding provisions of any successor laws and either (i) the case is not dismissed by midnight at the end of 60th day after commencement thereof or (ii) the court before which the case is pending issues an order for relief or similar order approving the case; (c) a court of competent jurisdiction appoints, or Licensee makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in the Bankruptcy Code or the corresponding provisions of any successor laws) for Licensee or all or substantially all of its assets; and/or (d) Licensee fails generally to pay its debts as they become due (unless those debts are subject to a good faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so; <u>provided</u>, that this automatic termination may be waived by Licensor in its sole discretion by written notice to Licensee.
- 4.3 Effect of Termination. Upon termination under Section 4.2, any sublicenses granted by Licensee shall survive according to their respective terms and conditions (provided that Licensee may not grant, or purport to grant, any sublicense that conflicts with or is broader than the license granted to it under Section 2.1), and Licensee and any sublicensees shall have the right to continue to manufacture, sell or otherwise dispose of all stocks of products in their possession and all products in the course of manufacture at the date of termination of this Agreement until such time as Licensee and any sublicensees have fulfilled their respective contractual obligations to their customers; provided, that, to the extent that any sublicensees have breached their respective terms and conditions, such sublicense shall terminate in accordance with such terms and conditions; provided, further, that, at the request of any sublicensee of Licensee in compliance in all material respects with the terms of its license agreement with Licensee in effect on the date of termination of this Agreement, Licensor will not unreasonably refuse to directly grant such sublicensee a license with terms that are the same as or substantially similar to the terms of its license agreement with Licensee.

4.4 <u>Survival</u>. In the event of termination of this Agreement for any reason whatsoever, the Parties' rights and obligations under Section 2.2, Section 2.3, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 4.3, this Section 4.4, Section 5.1, Section 5.2, Section 6 and Section 7 shall survive termination of this Agreement.

5. LIMITATION OF LIABILITY

- 5.1 <u>CERTAIN EXCLUSIONS</u>. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA OR LOSS OF USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.2 <u>Cooperation</u>. In the event of any infringement claim made against Licensee by a third party relating to the Licensed IP or Licensed Marks, Licensor will reasonably cooperate with Licensee at Licensee's expense.

6. CONFIDENTIAL INFORMATION

- 6.1 Ownership. The Parties acknowledge that, during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.
- 6.2 <u>Mutual Confidentiality Obligations</u>. Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes described herein; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (d) to return or destroy all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement.
- 6.3 <u>Confidentiality Exceptions</u>. Notwithstanding the foregoing, the provisions of Section 6.1 and Section 6.2 will not apply to Confidential Information that: (a) is in the public domain at the time disclosed; (b) enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent necessary: (i) to comply with the order of a court or competent jurisdiction or other governmental body having authority over such Party,

provided that the Party making the disclosure pursuant to the order will first have given notice to the other Party and made a reasonable effort to obtain a protective order; (ii) to comply with applicable law or regulation requiring such disclosure; or (iii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

7. MISCELLANEOUS

- Amendment; Waiver. This Agreement may not be amended or supplemented except by a written instrument duly executed by the authorized representatives of the Parties; provided, that the Licensor may make additions to Exhibit A (but not deletions) from time to time by delivery of any such supplemented Exhibit A to Licensor and Collateral Agent. No term or provision of this Agreement will be considered waived by any Party, and no breach excused by any Party, unless such waiver or consent is memorialized in such a written instrument duly executed on behalf of the Party against whom the waiver is asserted. Failure, neglect or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.
- 7.2 <u>Assignment</u>. Without limiting Licensee's rights to sublicense Intellectual Property licensed hereunder (and similar rights set forth herein), Licensee may not assign or transfer any of its rights or obligations under this Agreement without Licensor's prior written consent; <u>provided</u>, that Licensor expressly permits the Licensee's assignment as collateral of, and to grant a security interest in, its right, title and interest in, to and under this Agreement to secure its Obligations. Any purported assignment or transfer in violation of this Section 7.2 will be void and of no force and effect.
- 7.3 <u>No Impairment</u>. Notwithstanding the other provisions herein, nothing in this Agreement shall impair the power and authority of the Parties individually and collectively to take, or cause to be taken, all action and to do, or cause to be done, all things necessary to avoid any outcome(s) that would reasonably be expected to result in a Material Adverse Effect.
- 7.4 <u>Severability</u>. If any provision in this Agreement shall be found or be held to be invalid or unenforceable, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by any Party. In such event, the Parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement that most nearly effects the Parties' intent in entering into this Agreement.
- 7.5 <u>Governing Law</u>. Any questions, claims, disputes or litigation concerning or arising from this Agreement shall be governed by the laws of the State of Delaware without giving effect to the conflicts of laws principles of that state or doctrines of any other state of the United States, or any nation state.

- 7.6 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts together will constitute one and the same instrument. If this Agreement is executed in counterparts, no Party hereto shall be bound until each of the Parties have duly executed a counterpart of this Agreement. The words "execution", "signed" and "signature" and words of like import in this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including "pdf", "tif" or "jpg") and other electronic signatures (including DocuSign and AdobeSign).
- 7.7 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to such subject matter.

{Signature Page Follows}

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR:

PTL OPCO LLC

By:

Name: Sean LaNeve

Title: Chief Executive Officer

Address for Notices:

1511 N. Westshore Blvd., Suite 470 Tampa, Hillsborough County, FL 33607

Attention: Sean LaNeve

Email: Sean.LaNeve@painteq.com

LICENSEE:

PAIN TEQ, LLC

By:

Name: Sean LaNeve

Title: Chief Executive Officer

Address for Notices:

1511 N. Westshore Blvd., Suite 470

Tampa, Hillsborough County, FL 33607

Attention: Sean LaNeve

Email: Sean.LaNeve@painteq.com

{Signature Page to Intercompany License Agreement}

EXHIBIT A

<u>Intellectual Property – Patents, Patent Applications and Patent Licenses</u>

Registered or Applied-For Patents (U.S.):

Co.	Title	Status	Patent No.	Grant Date	App. No.	Date Filed
US	INSTRUMENTATION FOR FUSING A SACROILIAC JOINT	Issued	11,154,402	Oct 26, 2021	16/851,840	Apr 17, 2020
US	MULTIMODAL ABRADING DEVICE FOR FUSING A SACROILIAC JOINT	Issued	11,058,556	Jul 13, 2021	17/063,609	Oct 5, 2020
US	DRILL-LESS METHOD OF FUSING A SACROILIAC JOINT	Issued	11,020,129	Jun 1, 2021	17/063,613	Oct 5, 2020
US	ALLOGRAFT IMPLANT FOR FUSING A SACROILIAC JOINT	Issued	11,058,550	Jul 13, 2021	17/063,616	Oct 5, 2020
US	DECORTICATING DEVICE FOR FUSING A SACROILIAC JOINT	Issued	11,389,305	Jul 19, 2022	17/370,832	Jul 8, 2021
US	FUSION-FACILITATING WINDOW IN AN ALLOGRAFT IMPLANT	Issued	11,376,132	Jul 5, 2022	17/370,931	Jul 8, 2021
US	METHOD OF FORMING AND DECORTICATING A VOID IN A SACROILIAC JOINT	Issued	11,382,770	Jul 12, 2022	17/372,185	Jul 9, 2021
US	MATING INSTRUMENT SET FOR FUSING A SACROILIAC JOINT	Issued	11,382,755	Jul 12, 2022	17/506,314	Oct 20, 2021
US	ALLOGRAFT IMPLANT WITH SYNTHETIC BONE FUSION MATERIAL FOR FUSING A SACROILIAC JOINT	Expired			63335115	Apr 26, 2022
US	A SURGICAL INSTRUMENT HAVING AN INTEGRATED EXTRACTION MECHANISM	Pending			63395270	Aug 4, 2022
US	IMPROVED IMPLANT FOR SACROILIAC JOINT FUSION	Allowed			17/853,712	Jun 29, 2022
US	IMPROVED METHOD OF FORMING AND DECORTICATING A VOID IN A SACROILIAC JOINT	Issued	11,627,971	Apr 18, 2023	17/853,771	Jun 29, 2022
US	MATING INSERTER AND CANNULA FOR FUSING A SACROILIAC JOINT	Issued	11,534,306	Dec 27, 2022	17/855,486	Jun 30, 2022

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US	IMPROVED DECORTICATING	Issued	11,653,935	May 23,	17/855,373	Jun 30,
	DEVICE FOR FUSING A			2023		2022
	SACROILIAC JOINT					
US	MATING INSERTER AND	Published			18/087,585	Dec 22,
	CANNULA FOR FUSING A					2022
	SACROILIAC JOINT					
US	PREPACKAGED SACROILIAC	Pending			18/307,730	Apr 26,
	JOINT IMPLANT WITH					2023
	PREPACKED BONE GROWTH					
	FACTOR					
US	FUSION IMPLANT FOR A	Pending			18/321,358	May 22,
	SACROILIAC JOINT					2023

Registered or Applied-For Patents (non-U.S):

Co.	Title	Status	Patent No.	Grant Date	App. No.	Date Filed
WO	INSTRUMENTATION FOR FUSING A SACROILIAC JOINT	Expired			PCT/US20/54299	Oct 5, 2020
WO	MULTIMODAL ABRADING DEVICE FOR FUSING A SACROILIAC JOINT	Expired			PCT/US20/54290	Oct 5, 2020
WO	DRILL-LESS METHOD OF FUSING A SACROILIAC JOINT	Expired			PCT/US20/54308	Oct 5, 2020
WO	ALLOGRAFT IMPLANT FOR FUSING A SACROILIAC JOINT	Expired			PCT/US20/54312	Oct 5, 2020
JP	Instrumentation for Fusing a Sacroiliac Joint	Pending			2022520866	Oct 5, 2020
JP	Multimodal Abrading Device for Fusing a Sacroiliac Joint	Pending			2022520906	Oct 5, 2020
JP	Drill-less Method of Fusing a Sacroiliac Joint	Pending			2022520907	Oct 5, 2020
JP	Allograft Implant for Fusing a Sacroiliac Joint	Pending			2022520905	Oct 5, 2020
SG	INSTRUMENTATION FOR FUSING A SACROILIAC JOINT	Pending			11202203420Y	Oct 5, 2020
SG	MULTIMODAL ABRADING DEVICE FOR FUSING A SACROILIAC JOINT	Pending			11202203422S	Oct 5, 2020
SG	DRILL-LESS METHOD OF FUSING A SACROILIAC JOINT	Pending			11202203425Q	Oct 5, 2020
SG	ALLOGRAFT IMPLANT FOR FUSING A SACROILIAC JOINT	Pending			11202203424V	Oct 5, 2020

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CA	INSTRUMENTATION FOR	Pending	3156504	Oct 5,
	FUSING A SACROILIAC JOINT			2020
CA	MULTIMODAL ABRADING	Pending	3156501	Oct 5,
	DEVICE FOR FUSING A			2020
	SACROILIAC JOINT			
CA	DRILL-LESS METHOD OF	Pending	3156505	Oct 5,
	FUSING A SACROILIAC JOINT			2020
CA	ALLOGRAFT IMPLANT FOR	Pending	3156507	Oct 5,
	FUSING A SACROILIAC JOINT			2020
AU	INSTRUMENTATION FOR	Pending	2020359010	Oct 5,
	FUSING A SACROILIAC JOINT			2020
AU	MULTIMODAL ABRADING	Pending	2020357181	Oct 5,
110	DEVICE FOR FUSING A		2020007101	2020
	SACROILIAC JOINT			2020
AU	DRILL-LESS METHOD OF	Pending	2020359012	Oct 5,
110	FUSING A SACROILIAC JOINT		2020337012	2020
AU	ALLOGRAFT IMPLANT FOR	Pending	2020359013	Oct 5,
110	FUSING A SACROILIAC JOINT	I chamg	2020357013	2020
EP	INSTRUMENTATION FOR	Pending	20872734.7	Oct 5,
	FUSING A SACROILIAC JOINT	1 chang	20072734.7	2020
ED		Don Para	20071215.0	
EP	MULTIMODAL ABRADING	Pending	20871215.8	Oct 5,
	DEVICE FOR FUSING A			2020
ED	SACROILIAC JOINT	B 11	20050501.2	0.5
EP	DRILL-LESS METHOD OF	Pending	20870501.2	Oct 5,
	FUSING A SACROILIAC JOINT	72 11	200512052	2020
EP	ALLOGRAFT IMPLANT FOR	Pending	20871307.3	Oct 5,
	FUSING A SACROILIAC JOINT			2020
AU	DRILL-LESS METHOD OF	Pending	2022/204004	Jun 9,
	FUSING A SACROILIAC JOINT			2022
AU	MULTIMODAL ABRADING	Pending	2022/204130	Jun 14,
	DEVICE FOR FUSING A			2022
	SACROILIAC JOINT			
HK	ALLOGRAFT IMPLANT FOR	Pending	62023068097.2	Feb 8,
	FUSING A SACROILIAC JOINT			2023
HK	DRILL-LESS METHOD OF	Pending	62023068099.8	Feb 8,
	FUSING A SACROILIAC JOINT			2023
HK	MULTIMODAL ABRADING	Pending	62023068098.0	Feb 8,
	DEVICE FOR FUSING A			2023
	SACROILIAC JOINT			
HK	INSTRUMENTATION FOR	Pending	62023068100.4	Feb 8,
	FUSING A SACROILIAC JOINT			2023

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$\underline{Intellectual\ Property-Trademarks}$

Trademark Registrations:

Owner	<u>Mark</u>	Registration Number	Registration Date
Pain TEQ, LLC	LINQ	6855109	09.27.2022
Pain TEQ, LLC	Pan ite	6836303	09.06.2022
Pain TEQ, LLC	Pan ite q	6836304	09.06.2022
Pain TEQ, LLC	Pan teq	6836305	09.06.2022
Pain TEQ, LLC	Pan ite q	6535437	10.26.2021

Trademark Applications:

Owner	<u>Mark</u>	Application Number	Application Date
Pain TEQ, LLC	PAIN TEQ	98035590	06.09.2023
Pain TEQ, LLC	LINQ	98035581	06.09.2023
Pain TEQ, LLC	PAIN TEQ	98029879	06.06.2023
Pain TEQ, LLC	PAIN TEQ	98029862	06.06.2023
Pain TEQ, LLC	PAIN TEQ	98029845	06.06.2023
Pain TEQ, LLC	PAIN TEQ	98029760	06.06.2023
Pain TEQ, LLC	LINQ	90393083	12.18.2020

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TRADEMARK
REEL: 008125 FRAME: 0800

<u>Intellectual Property – Copyrights</u>

None.

4879-4216-2541.v2

TRADEMARK
REEL: 008125 FRAME: 0801

<u>Intellectual Property – Licenses</u>

Patent Licenses:

- i. Master Development Agreement by and between ECA Medical Instruments, Inc. and Pain TEQ, LLC, dated as of March 15, 2022.
- ii. Statement of Work #1 to the Master Development Agreement by and between ECA Medical Instruments, Inc. and Pain TEQ, LLC, dated as of March 15, 2022.
- iii. Distribution & Supply Agreement by and between ECA Medical Instruments, Inc. and Pain TEQ, LLC, dated as of September 8, 2022.
- iv. Distribution Agreement by and between Avalign Technologies, Inc. and Pain TEQ, LLC, dated as of February 13, 2020.
- v. Amendment and Supplement to Distribution Agreement by and between Avalign Technologies, Inc. and Pain TEQ, LLC, dated as of August 10, 2021.
- vi. Manufacturing and Private Label Distribution Agreement by and between Tissue Transplant Technology, Ltd. d/b/a Bone Bank Allografts and PAIN TEQ, LLC, dated as of September 16, 2019.
- vii. Amendment to Manufacturing and Private Label Distribution Agreement by and between Tissue Transplant Technology, Ltd. d/b/a Bone Bank Allografts and PAIN TEQ, LLC, dated as of March 4, 2021.
- viii. Processing and Supply Agreement by and between Pain TEQ, LLC and RTI Surgical, Inc., dated as of July 22, 2021.
- ix. Private Label Processing Agreement by and between Berkeley Advanced Biomaterials LLC and Pain TEQ LLC, dated as of October 20, 2020.
- x. Addendum One to Private Label Processing Agreement by and between Berkeley Advanced Biomaterials LLC and Pain TEQ LLC, dated as of December 14, 2020.

Trademark Licenses:

- i. Master Development Agreement by and between ECA Medical Instruments, Inc. and Pain TEQ, LLC, dated as of March 15, 2022.
- ii. Statement of Work #1 to the Master Development Agreement by and between ECA Medical Instruments, Inc. and Pain TEQ, LLC, dated as of March 15, 2022.
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- iv. Distribution Agreement by and between Avalign Technologies, Inc. and Pain TEQ, LLC, dated as of February 13, 2020.
- v. Amendment and Supplement to Distribution Agreement by and between Avalign Technologies, Inc. and Pain TEQ, LLC, dated as of August 10, 2021.
- vi. Processing and Supply Agreement by and between Pain TEQ, LLC and RTI Surgical, Inc., dated as of July 22, 2021.
- vii. Private Label Processing Agreement by and between Berkeley Advanced Biomaterials LLC and Pain TEQ LLC, dated as of October 20, 2020.
- viii. Addendum One to Private Label Processing Agreement by and between Berkeley Advanced Biomaterials LLC and Pain TEQ LLC, dated as of December 14, 2020.

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Conv	/righ	it Lac	enses:
<u> </u>			CIIDCD.

None.

Trade Secret Licenses:

None.

URLs and Domain Names:

www.painteq.com

RECORDED: 07/06/2023

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