

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAIN TEQ, LLC		07/07/2023	Limited Liability Company: FLORIDA
PTL HOLDCO LLC		07/07/2023	Corporation: DELAWARE
PTL OPCO LLC		07/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association		
Street Address:	1095 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: MINNESOTA		
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:			
<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>			

TRADEMARK

900785158

REEL: 008131 FRAME: 0731

CH \$315.00 6855109

Phone: 8135065194
Email: Patrick.Reid@hwhlaw.com
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
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SIGNATURE:	/Patrick A. Reid/
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DATE SIGNED:	07/11/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2023 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among PAIN TEQ, LLC, a Florida limited liability company ("Pain TEQ"), each other Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with its successors and assigns, the "Collateral Agent").

Reference is made to (a) that certain Term Loan Agreement, dated as of July 7, 2023 (the "Loan Agreement"), among Pain TEQ, as borrower, each of the subsidiary guarantors party thereto from time to time, MVP Innovation Funding 2023-1 LLC, as lender (the "Lender"), and U.S. Bank Trust Company, National Association, as administrative agent for the Lender and collateral agent for the Secured Parties, and MVP Innovation Funding 2023-1 LLC, in its individual capacity, and (b) the Pledge and Security Agreement, dated as of July 7, 2023, by and among the Grantors party thereto and the Collateral Agent (the "Security Agreement").

The lenders party to the Loan Agreement have agreed to make Loans to the Borrower subject to the terms and conditions set forth in the Loan Agreement, the Grantors have guaranteed the Obligations and the Grantors have secured their Obligations pursuant to the Security Agreement. The obligations of the Lender to make such Loans are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Loan Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office and other intellectual property offices worldwide, including those described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and any other intellectual property offices worldwide. Each Grantor authorizes and requests that the United States Patent and Trademark Office's Commissioner of Patents and similar offices of other intellectual property offices worldwide record this Agreement.

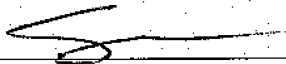
5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


{Signature page follows}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PAIN TEQ, LLC

By: 
Name: Sean LaNeve
Title: Chief Executive Officer

PTL HOLDCO LLC

By: 
Name: Sean LaNeve
Title: Chief Executive Officer

PTL OPCO LLC

By: 
Name: Sean LaNeve
Title: Chief Executive Officer

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Collateral Agent**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PAIN TEQ, LLC

By: _____
Name:
Title:

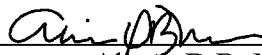
PTL HOLDCO LLC

By: _____
Name:
Title:

PTL OPCO LLC

By: _____
Name:
Title:




**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as
Collateral Agent**

By:  _____
Name: Alison D.B. Nadeau
Title: Vice President

SCHEDULE I

TRADEMARKS

Trademark Registrations:

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

Trademark Applications:

<u>Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
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