

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828580

<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>
Sanara Medtech Applied Technologies, LLC		08/01/2023	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cadence Bank		
<b>Street Address:</b>	1333 West Loop South		
<b>Internal Address:</b>	Suite 1700		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77027		
<b>Entity Type:</b>	Corporation: MISSISSIPPI		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5607820	COLLAMIN	
<b>Registration Number:</b>	5957993	BIOACTIVE COLLAGEN PEPTIDES	
<b>Serial Number:</b>	97446990	CELLAMAX	
<b>Serial Number:</b>	97604624	CELLULO	
<b>Registration Number:</b>	3135346	CELLERATE RX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	713509602		
<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>	7135909600		
<b>Email:</b>	kjaasma@ewingjones.com		
<b>Correspondent Name:</b>	Keith Jaasma, Ewing & Jones, PLLC		
<b>Address Line 1:</b>	6363 Woodway Dr.		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Houston, TEXAS 77057		
<b>NAME OF SUBMITTER:</b>	Keith Jaasma		
<b>SIGNATURE:</b>	/Keith Jaasma/		
<b>DATE SIGNED:</b>	08/01/2023		

OP \$140.00 5607820

**Total Attachments: 7**

source=6-Intellectual Property Security Agreement for filing with USPTO -#page1.tif

source=6-Intellectual Property Security Agreement for filing with USPTO -#page2.tif

source=6-Intellectual Property Security Agreement for filing with USPTO -#page3.tif

source=6-Intellectual Property Security Agreement for filing with USPTO -#page4.tif

source=6-Intellectual Property Security Agreement for filing with USPTO -#page5.tif

source=6-Intellectual Property Security Agreement for filing with USPTO -#page6.tif

source=6-Intellectual Property Security Agreement for filing with USPTO -#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement") is executed effective the 1<sup>st</sup> day of August 2023, by **SANARA MEDTECH APPLIED TECHNOLOGIES, LLC**, a Texas limited liability company ("Debtor"), whose address for purposes hereof is 1200 Summit Avenue, Suite 414, Fort Worth, Texas 76102, and **CADENCE BANK**, a Mississippi banking corporation ("Secured Party"), with offices at 1333 West Loop South, Suite 1700, Houston, Texas 77027. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Loan Agreement dated of even date herewith, executed by Secured Party, Debtor and **SANARA MEDTECH INC.**, and all modifications, renewals, extensions, amendments, restatements and rearrangements thereof (the "Loan Agreement"), except as otherwise set forth herein.

### WITNESSETH:

**WHEREAS**, in connection with the Loan Agreement, Debtor has entered into that certain Security Agreement dated of even date herewith (as modified, renewed, extended, amended and restated from time to time, the "Security Agreement"); and

**WHEREAS**, under the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in, among other property, certain intellectual property of Debtor and has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees as follows:

**SECTION 1.** Grant of Security. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the patents, trademarks, and domain names listed on Exhibit A hereto, and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, the goodwill of the Debtor's business connected with the use of and symbolized by the trademarks, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Collateral").

**SECTION 2.** Security for Obligations. Except as set forth in Section 2.12 of the Loan Agreement with respect to cross-collateralized loans secured by property in Special Flood Hazard Areas, the grant of a security interest in the Collateral by Debtor under this IP Security Agreement secures the payment of all Obligations of Debtor now or hereafter existing under or in respect of the Security Instruments, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and that would be owed by Debtor to Secured Party under the Security Instruments but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding. In the event of actual conflict in the terms and

provisions of this Agreement and Section 2.12 of the Loan Agreement, the terms and provisions of Section 2.12 of the Loan Agreement will control.

**SECTION 3.** Recordation. This IP Security Agreement has been executed and delivered by Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Debtor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

**SECTION 4.** Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 5.** Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Debtor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 6.** Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE IN TEXAS (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

**SECTION 7.** Severability. If any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**SECTION 8.** Counterparts; Electronic Signatures. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this IP Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or process attached to, or

associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing this IP Security Agreement (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof or thereof.

**SECTION 9. STATUTE OF FRAUDS. THE LOAN AGREEMENT, THIS AGREEMENT AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH AND HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

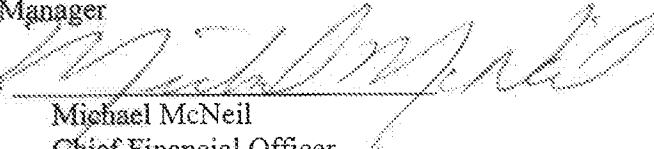
*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has executed this IP Security Agreement effective as of the date first above written.

**DEBTOR:**

**SANARA MEDTECH APPLIED TECHNOLOGIES, LLC**

By: **Sanara MedTech Inc.,  
Its Manager**

By:   
Michael McNeil  
Chief Financial Officer

**SECURED PARTY:**

**CADENCE BANK**

By: \_\_\_\_\_  
Emily Loomis,  
Senior Vice President

IN WITNESS WHEREOF, each of the undersigned has executed this IP Security Agreement effective as of the date first above written.

DEBTOR:

SANARA MEDTECH APPLIED TECHNOLOGIES, LLC

By: Sanara MedTech Inc.,  
Its Manager

By: \_\_\_\_\_  
Michael McNeil  
Chief Financial Officer

SECURED PARTY:

CADENCE BANK

By:   
\_\_\_\_\_  
Emily Loomis,  
Senior Vice President

Signature Page of Intellectual Property Security Agreement

## EXHIBIT A

1. Patents and patents pending:

<b>Document/Patent number</b>	<b>Title</b>	<b>Inventor name</b>	<b>Publication date</b>
*US-11071758-B2	Composition having hydrolyzed collagen and manuka honey	Petito; George D.	7/27/2021
*US-10487824-B2	Method of making a hydrolyzed collagen gel	Petito; George D.	11/26/2019
*US-10471106-B2	Composition having hydrolyzed collagen and manuka honey	Petito; George D.	11/12/2019
*US-9782458-B2	Composition for tissue/cell repair	Petito; George D.	10/10/2017
*US-9585943-B2	Composition for tissue/cell repair	Petito; George D.	3/7/2017
US-9125892-B2	Composition for reduced scar formation of wounds	Petito; George D.	9/8/2015
US-8168599-B2	Composition and method for healing tissues	Petito; George D. et al.	5/1/2012
US-7691829-B2	Composition and method for healing tissues	Petito; George D. et al.	4/6/2010
US-6136341-A	Collagen containing tissue adhesive	Petito; George D.	10/24/2000

\*Marked items are dual use subject to reservation of rights.

2. Trademarks:

- a. Collamin – U.S. Reg. No. 5,607,820
- b. Bioactive Collagen Peptides – U.S. Reg. No. 5,957,993
- c. Cellamax – U.S. Application No. 97/446,990
- d. Cellulo– U.S. Application No. 97/604,624
- e. Cellerate Rx – U.S. Reg. No. 3,135,346

3. Domains:

- a. Bioactivecollagenpeptides.net
- b. Bioactivecollagenpeptides.org
- c. Collagenwoundcare.com
- d. Collagenwoundcare.net
- e. Collagenwoundcare.org
- f. Collagenwoundcare.us



- g. Collamin.biz
- h. Collamin.net
- i. Collamin.org
- j. Hydrolyzedcollagen.co
- k. Hydrolyzedcollagen.com
- l. Hydrolyzedcollagen.net
- m. Hydrolyzedcollagen.org
- n. Hydrolyzedcollagen.us
- o. Nativecollagen.net
- p. Nativecollagen.org
- q. Silvercollagen.com
- r. Silvercollagen.net