

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IDEAL IMPLANT INCORPORATED		08/01/2023	Corporation: TEXAS
SWK FUNDING, LLC		08/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PARADIGM MEDICAL, LLC		
Street Address:	8400 BELLEVIEW DRIVE		
City:	PLANO		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5391062	I IDEAL IMPLANT	
Registration Number:	3624563	I	
Registration Number:	4308334	IDEAL IMPLANT	
CORRESPONDENCE DATA			
Fax Number:	6174287045		
<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>			
Phone:	6174280200		
Email:	tadministrator@clarkelbing.com		
Correspondent Name:	CLARK+ELBING LLP		
Address Line 1:	101 federal street		
Address Line 2:	15th floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	RICHARD TODD ARMSTRONG, PH.D.		
SIGNATURE:	/RICHARD TODD ARMSTRONG, PH.D./		
DATE SIGNED:	08/02/2023		
Total Attachments: 7			

CH \$90.00 5391062

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the “Agreement”), dated as of August 1, 2023, is entered into by and among Paradigm Medical, LLC, a Delaware limited liability company (the “Assignee”), Ideal Implant Incorporated, a Texas corporation (the “Company”), and SWK Funding, LLC, a Delaware limited liability company (the “Lender” and the “Assignor”).

RECITALS:

WHEREFORE, the Company, Assignor and Assignee, and certain other parties thereto, have entered into an Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which the Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, the intellectual property and certain assets of the Assignor, in each case free and clear of any Encumbrances, all as more particularly described in the Purchase Agreement (the “Purchased Assets”);

WHEREFORE, the Company is indebted to Lender pursuant to the terms of the (i) Credit Agreement, dated April 27, 2021 (as amended, the “Credit Agreement”), by and among the Company and SWK Funding, LLC (“SWK”), as Agent, Sole Lead Arranger and Sole Bookrunner, (ii) the Guarantee and Collateral Agreement, dated April 27, 2021 (as amended, the “Collateral Agreement”), by and among the Company and SWK, as agent, (iii) the Intellectual Property Security Agreement, dated April 27, 2021 (as amended, the “IP Security Agreement”), by and among the Company and SWK, as agent, (iv) the Residual Royalty Agreement, dated April 27, 2021 (as amended, the “Royalty Agreement”), by and among the Company and SWK, and (v) the other Loan Documents (as defined in the Credit Agreement);

WHEREFORE, to secure payment of the Obligations (as defined in the Loan Documents), the Company granted to SWK a senior, first-priority security interest in and to all of the Company’s assets (the “SWK Lien”);

WHEREFORE, Events of Default have occurred under the Loan Documents and are continuing and SWK, pursuant to their rights under the Loan Documents, accelerated the maturity of the Obligations of the Company to the Lender under the Loan Documents, and based on the foregoing, the Lender is entitled to exercise its remedies under the Loan Documents and applicable law, including the UCC;

WHEREFORE, as a condition to the closing of the transactions contemplated by the Purchase Agreement, the parties hereto are required to enter into this Agreement on the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Sale and Assignment. Assignor does hereby sell, assign, convey, transfer, release, grant, set over, deliver and confirm unto Assignee, all of such Assignor’s right, title and interest in, to and under the intellectual property set forth on Schedule A (the “Assigned Intellectual Property”) attached hereto and incorporated hereby, in each case free and clear of any Encumbrances, including the good will associated with such Assigned Intellectual Property, pursuant to the terms of, and subject to the conditions and limitations set forth in, the Purchase Agreement. To whatever extent the Assigned Intellectual Property is not sold, assigned, transferred, conveyed and delivered to Assignee pursuant to the preceding sentence, the Company hereby sells, assigns, transfers, conveys and delivers to Assignee, all of the Company’s right, title, and interest in and to the Assigned Intellectual Property.

2. Assumption. Assignee, on the terms and conditions set forth in the Purchase Agreement, hereby, from and after the date hereof, purchases, receives and accepts from each of the Assignor and the Company all of such Assignor's and the Company's right, title and interest in, to and under the Assigned Intellectual Property, including but not limited to, the right to sue on its own behalf for past, present and future infringement, dilution, misappropriation, violation, unlawful imitation or breach thereof, and all rights of priority and protection of interests therein under the laws of any jurisdiction of the aforementioned Assigned Intellectual Property.

3. Recordation. Each of the Assignor and the Company authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other Governmental Authorities to record and register this Agreement upon request by Assignee and issue any letters related thereto.

4. Terms of the Purchase Agreement. The Company, Assignor and Assignee hereby agree and acknowledge that this Agreement is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Purchase Agreement, that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Agreement shall not impair, diminish, or expand any of the rights or obligations of any of the parties to the Purchase Agreement, as set forth therein. In the event of any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its applicable conflicts of law rules and any actions in connection herewith shall be brought and resolved as set forth in the Purchase Agreement.

6. Counterparts and Facsimile / Electronically Transmitted Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission (i.e., e-mail) shall constitute effective execution and delivery of this Agreement to the parties and may be used in lieu of the original Agreement for all purposes.

5. Entire Agreement. This Agreement and the Purchase Agreement represent the entire agreement between the parties with respect to the subject matter hereof.

6. Modification; Assignment. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. This Agreement may be assigned as set forth in the Purchase Agreement.

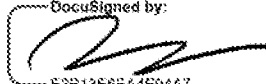
7. Capitalized Terms. All capitalized terms used herein and not defined herein shall have the meaning set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by a duly authorized officer thereof, all as of the day and year first above written.

ASSIGNOR:

SWK FUNDING LLC

By: SWK Holdings Corporation,
its sole Manager

DocuSigned by:

By: _____
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Name: Joe D. Staggs
Title: President

COMPANY:

IDEAL IMPLANT INCORPORATED

By: _____

Name: Robert S. Hamas, MD
Title: CEO and President

ASSIGNEE:

PARADIGM MEDICAL, LLC

By: _____

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by a duly authorized officer thereof, all as of the day and year first above written.

ASSIGNOR:

SWK FUNDING LLC

By: SWK Holdings Corporation,
its sole Manager

By: _____
Name: Joe D. Staggs
Title: President

COMPANY:

IDEAL IMPLANT INCORPORATED

By: Robert S. Hamas
Name: Robert S. Hamas, MD
Title: CEO and President

ASSIGNEE:

PARADIGM MEDICAL, LLC

By: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by a duly authorized officer thereof, all as of the day and year first above written.

ASSIGNOR:

SWK FUNDING LLC

By: SWK Holdings Corporation,
its sole Manager

By: _____
Name: Joe D. Staggs
Title: President


COMPANY:

IDEAL IMPLANT INCORPORATED

By: _____
Name: Robert S. Hamas, MD
Title: CEO and President

ASSIGNEE:

PARADIGM MEDICAL, LLC

By:  _____
Name: Bradford Conlan
Title: CEO

[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

Assigned Intellectual Property

Registration Type	Date	Record Owner	Registration No.	Title
US Patent	10/12/04	Ideal Implant	6802861	Structured Breast Implant
US Patent	10/15/13	Ideal Implant	8556968	Breast Implant with Low Coefficient of Friction Between Internal Shells in an Aqueous Fluid Environment
US Patent	7/21/15	Ideal Implant	9084668	Packaging for Sterile Implant
European Patent	12/3/08	Ideal Implant	1663072	Structured Breast Implant
Australian Patent	2/5/15	Ideal Implant	2012336353	Breast Implant with Low Coefficient of Friction Between Internal Shells in an Aqueous Fluid Environment
South Korean	6/17/16	Ideal Implant	10-1632935	Breast Implant with Low Coefficient of Friction Between Internal Shells in an Aqueous Fluid Environment
Canadian	10/17/17	Ideal Implant	2854487	Breast Implant with Low Coefficient of Friction Between Internal Shells in an Aqueous Fluid Environment
Israeli Patent	5/1/19	Ideal Implant	232327	Breast Implant with Low Coefficient of Friction Between Internal Shells in an Aqueous Fluid Environment
European Patent	12/22/21	Ideal Implant	2775960	Breast Implant with Low Coefficient of Friction Between Internal Shells in an Aqueous Fluid Environment

				Environment
France		Ideal Implant	2775960	Breast Implant with Low Coefficient of Friction Between Internal Shells in an Aqueous Fluid Environment
Great Britain		Ideal Implant	2775960	Breast Implant with Low Coefficient of Friction Between Internal Shells in an Aqueous Fluid Environment
Spain		Ideal Implant	12847835.1	Breast Implant with Low Coefficient of Friction Between Internal Shells in an Aqueous Fluid Environment
Germany		Ideal Implant	6020120774.5	Breast Implant with Low Coefficient of Friction Between Internal Shells in an Aqueous Fluid Environment
Italy		Ideal Implant	502022000015536	Breast Implant with Low Coefficient of Friction Between Internal Shells in an Aqueous Fluid Environment
US Trademark	1/30/18	Ideal Implant	5391062	I Ideal Implant
US Trademark	5/19/09	Ideal Implant	3624563	Script letter "i"
US Trademark	3/26/13	Ideal Implant	4308334	Ideal Implant
Website		Ideal Implant		www.idealimplant.com
Phone number		Ideal Implant		214-492-2500