

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM868432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOSPINE, LLC		01/10/2024	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	First Canadian Place		
Internal Address:	18th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4847626	BIOSPINE INSTITUTE	
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>			
Phone:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S, Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	132662.00082		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	01/16/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of January 10, 2024, is made by BIOSPINE, LLC, a Florida limited liability company (“**Grantor**”), in favor of BANK OF MONTREAL, as Lender (in such capacity, together with its successors and assigns in such capacity, if any, the “**Secured Party**”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement (as each is defined below).

WITNESSETH:

WHEREAS, Poly Clinic Canada Inc., as Canadian Borrower, Praesentia Healthcare LLC, as a U.S. Borrower, Praesentia Canada Healthcare Corp., as Cdn Holdco Borrower and Praesentia Ventures, LLC, as a U.S. Borrower (collectively the “**Borrowers**”), and the Lender are parties to that certain Amended and Restated Credit Agreement, dated as of December 15, 2023 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the “**Credit Agreement**”), pursuant to which the Lender has agreed, subject to the terms and conditions set forth in the Credit Agreement, to make certain Advances to the Borrowers;

WHEREAS, Grantor has guaranteed the Obligations of the Borrowers to the Lender pursuant to the terms and conditions of that certain U.S. Guarantee, dated as of the date hereof (the “**Guarantee**”), and in connection therewith, has entered into that certain U.S. Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Security Agreement**”), pursuant to which, among other things, Grantor has granted to Lender, security interests in the Grantor’s Collateral (as defined in the Security Agreement) to secure payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Grant of Security Interest in Intellectual Property. Grantor hereby grants to the Secured Party, for the benefit of itself and its permitted successors and assigns, a lien on and security interest in, and acknowledges and agrees that the Secured Party has and shall continue to have a continuing lien on and security interest in, all right, title, and interest of the Grantor, whether now owned or existing or hereafter created, acquired, or arising, in and to all of the following (the “**Trademark Collateral**”):

(a) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule I annexed hereto) (collectively, the “**Trademarks**”);

(b) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(c) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(d) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office on an intent-to-use basis prior to such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 2. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. This Intellectual Property Security Agreement shall constitute a Loan Document for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 3. Termination. Upon the termination of the Security Agreement in accordance with Section 11 thereof, the Secured Party shall, upon the request and at the expense of the Grantor, forthwith release its security interest hereunder, without any representation, warranty or recourse whatsoever.

SECTION 4. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts. The words "execution," "signed," "signature," and words of like import in this Intellectual Property Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Governing Law; Venue; Submission to Jurisdiction; Waiver of Jury Trial. The terms of Section 13 of the Security Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered, as of the date and year first above written.

BIOSPINE, LLC

By: DocuSigned by:
Laura Henderson
B8228CFFB43F411...

Name: Laura Henderson

Title: CEO

Accepted and agreed to, as of the date and year first above written.

BANK OF MONTREAL

By:  _____

Name: Nicholas Drew

Title: Director

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

Grantor	Trademark	Serial Number	App. Date	Registration Number	Reg. Date
BioSpine, LLC	BioSpine Institute	86436791	10/28/2014	4847626	11/3/2015

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