

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interventional Pain Technologies, Inc.		01/25/2024	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97500731	VYRSAFIX	
Registration Number:	6569424	SICONUS	
CORRESPONDENCE DATA			
Fax Number:	2132897727		
<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:	2134262623		
Email:	measonpriest@goodwinlaw.com		
Correspondent Name:	Michele Eason-Priest/Goodwin Procter LLP		
Address Line 1:	601 S Figueroa St Fl 41		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	1152568.393717		
NAME OF SUBMITTER:	Michele Eason-Priest		
SIGNATURE:	/s/ Michele Eason-Priest		
DATE SIGNED:	01/30/2024		
Total Attachments: 5			
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This TRADEMARK SECURITY AGREEMENT, dated as of January 25, 2024 (this “*Trademark Security Agreement*”), made by the signatory hereto (the “*Trademark Grantor*”), is in favor of Wilmington Trust, National Association, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantor is (by virtue of an Accession Agreement dated as of the date hereof) a party to a Security Agreement, dated as November 30, 2023 (as amended, restated, amended and restated, supplemented, renewed, extended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Agent, pursuant to which the Trademark Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, the Trademark Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, the Trademark Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks owned by the Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Trademark Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this

Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

INTERVENTIONAL PAIN
TECHNOLOGIES, INC. D/B/A VYRSA
TECHNOLOGIES

By: DocuSigned by: Kashif Rashid
Name: Kashif Rashid
Title: Senior Vice President, General
Counsel and Corporate Secretary

Address:
Nevro Corp.
1800 Bridge Pkwy
Redwood, City, CA 94065

Accepted and Agreed:
WILMINGTON TRUST, NATIONAL ASSOCIATION

By _____
Name:
Title:

Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Nevro Corp. Loan Administrator
Telephone: (612) 217-5630
E-mail: jrose@wilmingtontrust.com

With a copy (which shall not constitute notice) to:
Covington & Burling LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018

Attn: Ronald A. Hewitt
Tel.: (212) 841-1220
Email: rhewitt@cov.com

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008331 FRAME: 0893

Accepted and Agreed:
WILMINGTON TRUST, NATIONAL ASSOCIATION

By _____

Name:  Jeffrey Rose

Title: Vice President

Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Nevro Corp. Loan Administrator
Telephone: (612) 217-5630
E-mail: jrose@wilmingtontrust.com

With a copy (which shall not constitute notice) to:
Covington & Burling LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018

Attn: Ronald A. Hewitt
Tel.: (212) 841-1220
Email: rhewitt@cov.com

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TRADEMARK
REEL: 008331 FRAME: 0894

TRADEMARKSTrademark Registrations and ApplicationsRegistered Trademarks

<u>Registration No.</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
6569424	SICONUS	11/23/2021	United States	Interventional Pain Technologies, Inc.

Trademark Applications

<u>Application No.</u>	<u>Trademark</u>	<u>Application Date</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
97500731	VYRSAFIX	7/13/2022	United States	Interventional Pain Technologies, Inc.