

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CurAlta Health, LLC		06/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NewSpring Mezzanine Capital V, L.P.		
Street Address:	555 East Lancaster Avenue		
Internal Address:	3rd Floor		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97132001	CURALTA	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy Pecsénye (KH 165911-01001)		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	165911-01001		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	06/30/2023		
Total Attachments: 5			
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS AMENDED, MODIFIED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME, THE “SUBORDINATION AGREEMENT”) DATED AS OF JUNE 30, 2023, BY AND AMONG NEWSRING MEZZANINE CAPITAL V, L.P., AS AGENT FOR THE SUBORDINATED LENDERS (AS DEFINED THEREIN), THE SUBORDINATED LENDERS (AS DEFINED THEREIN), NEEDHAM BANK (“NEEDHAM”), BOLTROPE HOLDCO LLC AND THE OTHER ENTITIES LISTED AS “OBLIGORS” ON THE SIGNATURE PAGES THERETO AND ANY SUBSIDIARY THEREOF WHICH HEREAFTER JOINS THERETO (“OBLIGORS”), TO THE INDEBTEDNESS (INCLUDING, WITHOUT LIMITATION, INTEREST) OWED BY OBLIGORS PURSUANT TO THAT CERTAIN REVOLVING CREDIT AND TERM LOAN AGREEMENT DATED AS OF MARCH 25, 2022, BETWEEN OBLIGORS AND NEEDHAM, AS AMENDED, MODIFIED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME TO THE EXTENT PERMITTED UNDER AND IN ACCORDANCE WITH THE TERMS OF THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of June 30, 2023, between the signatory hereto (the “Grantor”) in favor of **NewSpring Mezzanine Capital V, L.P.**, in its capacity as collateral agent for the Lenders (“Agent”).

RECITALS:

WHEREAS, reference is made to that certain Senior Subordinated Term Loan and Security Agreement, dated as of June 30, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Loan Agreement), by and among the Grantor, the other Loan Parties party thereto, Agent and the Lenders party thereto; and

WHEREAS, under the terms of the Loan Agreement, the Grantor has, as collateral security for the Obligations, granted to Agent, for the benefit of Lenders, a security interest in and continuing Lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain intellectual property of the Grantor, and in connection therewith Grantor and Agent have agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to Agent, for the benefit of Lenders, a security interest in and continuing Lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is excluded as Collateral pursuant to the terms of the Loan Agreement (collectively, the “Intellectual Property Collateral”): all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the United States registrations of trademarks listed on Schedule 1 attached hereto and made a part hereof, and together with the goodwill connected with the use of and symbolized thereby: (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due

and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

SECTION 2. Recordation. The parties hereto authorize that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. 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 (*i.e.*, “pdf” or “tif”) format shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OR CHOICE OF LAW THAT WOULD DEFER TO THE SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTOR

CURALTA HEALTH, LLC

By: 

Name: Oren Isacoff

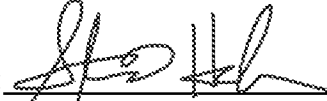
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008119 FRAME: 0453

NEWSPRING MEZZANINE CAPITAL V, L.P.,
as Agent

By: NSM V GP, LLC, its general partner

By:  _____

Name: Steven D. Hobman
Title: President

Schedule 1

TRADEMARKS

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
CURALTA	USA	Curalta Health, LLC	(11/18/2021)	(97132001)