# OP \$40.00.00 78634630

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI176108

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

### **CONVEYING PARTY DATA**

| Name                                     | Formerly | Execution Date | Entity Type                         |
|--|----------|----------------|-------------------------------------|
| Sanara MedTech Applied Technologies, LLC |          | 04/17/2024     | Limited Liability Company:<br>TEXAS |

### **RECEIVING PARTY DATA**

| Company Name:   | CRG Servicing LLC                         |  |  |
|-----------------|---|--|--|
| Street Address: | 1000 Main Street, Suite 2500              |  |  |
| City:           | Houston                                   |  |  |
| State/Country:  | TEXAS                                     |  |  |
| Postal Code:    | 77002                                     |  |  |
| Entity Type:    | Type: Limited Liability Company: DELAWARE |  |  |

### **PROPERTY NUMBERS Total: 1**

| Property Type  | Number   | Word Mark    |
|----------------|----------|--------------|
| Serial Number: | 78634630 | CELLERATE RX |

### **CORRESPONDENCE DATA**

**Fax Number:** 7043311159

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.

**Phone:** (704)331-1000

Email: jansnider@mvalaw.com.vangambrell@mvalaw.com

Correspondent Name: JAMES VAN CLEAVE GAMBRELL

Address Line 1: Moore & Van Allen PLLC

Address Line 2: 100 North Tryon Street, Suite 4700
Address Line 4: Charlotte, NORTH CAROLINA 28202

| ATTORNEY DOCKET NUMBER: | 045068-000031 |
|-------------------------|---------------|
| NAME OF SUBMITTER:      | Jan Snider    |
| SIGNATURE:              | Jan Snider    |
| DATE SIGNED:            | 04/18/2024    |

### **Total Attachments: 4**

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### TRADEMARK SECURITY AGREEMENT

April 17, 2024

WHEREAS, SANARA MEDTECH APPLIED TECHNOLOGIES, LLC, a Texas limited liability company (the "Grantor"), is a party to that certain Security Agreement, dated as of April 17, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns, "Administrative Agent"), pursuant to which the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), a security interest in all of such Grantor's right, title and interest in, to and under its personal property, including without limitation the Trademarks listed on Schedule A hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Trademark Security Agreement (this "Trademark Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Loan Agreement), the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title, goodwill and interest in, to and under all of the Trademarks, whether now owned or hereafter acquired by such Grantor and whether now existing or hereafter coming into existence, that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including without limitation all Trademarks listed on Schedule A hereto, and all registrations and pending applications associated therewith (excluding any United States application for registration of a trademark filed on an intent-to-use basis 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; provided, that, upon submission of a "Statement of Use" or an "Amendment to Allege Use", such intent-to-use application shall constitute and shall be considered Collateral).

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

TRADEMARK REEL: 008403 FRAME: 0953 IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

SANARA MEDTECH APPLIED TECHNOLOGIES, LLC, as Grantor

Name: Michael D. McNeil Title: Chief Financial Officer

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Acknowledged and Accepted:

CRG SERVICING LLC, as Administrative Agent

By: Whit who

Name: Nathan Hukill

Title: Authorized Signatory

**REEL: 008403 FRAME: 0955** 

# Schedule A to Trademark Security Agreement

**RECORDED: 04/18/2024** 

# Trademarks owned by SANARA MEDTECH APPLIED TECHNOLOGIES, LLC

| <u>Trademark</u> | <u>Jurisdiction</u> | Serial No. | Filing Date | Registration No. |
|------------------|---------------------|------------|-------------|------------------|
| Cellerate RX     | US                  | 78634630   | 5/23/2005   | 3135346          |

TRADEMARK REEL: 008403 FRAME: 0956