

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7770752

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THERAGEN, INC.	01/31/2023
RECEIVING PARTY DATA	
Name:	FORTRESS CREDIT CORP., AS AGENT
Street Address:	1345 AVENUE OF THE AMERICAS, 46TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10105
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7957816
Patent Number:	8209030
Patent Number:	11426574
Patent Number:	11395919
Application Number:	17887661
Application Number:	17887630
Application Number:	17848184
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	015171-30830
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	01/31/2023

PATENT

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”) is made this January 31, 2023, by **THERAGEN, INC.**, a Delaware corporation (the “**Grantor**”) for the benefit of **FORTRESS CREDIT CORP.** (“**Fortress**”), as administrative agent and collateral agent for the Lenders as defined below (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, THERAGEN, INC., a Delaware corporation, as borrower (the “**Borrower**”), and certain subsidiaries of the Borrower party thereto (the Borrower together with other Subsidiaries of the Borrower from time to time party thereto as Guarantors, each a “**Loan Party**” and, collectively the “**Loan Parties**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and Fortress in its capacity as Agent, are party to a Credit Agreement, dated as of January 31, 2023 (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced, or refinanced from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Loan Parties are party to a Security Agreement, dated as of January 31, 2023 (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced or refinanced from time to time, the “**Security Agreement**”) in favor of the Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** The Grantor hereby pledges, collaterally assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “**Patent Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Patents and Patent Licenses, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Patents and the Patent Licenses referred to on Schedule I, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the Patent Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all proceeds and products of, and all past, present and future income, royalties and any other payments associated with the foregoing, now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing and all collateral

security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the Patent Collateral shall not include any Excluded Assets.

2. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any Patent application or Patent including any reissue, division, or continuation or any Patent License, the provisions of this Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such Patent rights or Patent Licenses of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. CONSTRUCTION. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement.

7. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

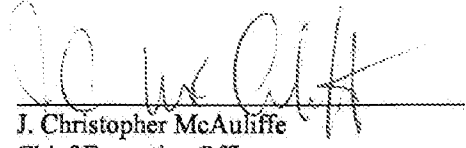
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

THERAGEN, INC.

By:

Name:  J. Christopher McAuliffe

Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patent Registrations and Applications:

ISSUED PATENTS

Patent No.	Appl. No.	Country	Filing Date	Title	Owner
US 7,957,816	10/555,732	United States	5/07/2004	Apparatus for Applying Electrical Current to the Neuromuscular System	Theragen, Inc.
US 8,209,030	13/102,668	United States	5/06/2011	Apparatus for Applying Electrical Current to a User's Leg Muscles	Theragen, Inc.
US 11,426,574	17/506,851	United States	10/21/2021	Systems, Methods and Devices for Electrical Stimulation Therapy	Theragen, Inc.
US 2022/0387783	17/887,661	United States	8/15/2022	Systems, Methods and Devices for Electrical Stimulation Therapy	Theragen, Inc.
US 2022/0387782	17/887,630	United States	8/15/2022	Systems, Methods and Devices for Electrical Stimulation Therapy	Theragen, Inc.
US 2022/0323754	17/848,184	United States	6/23/2022	Therapeutic Stimulator System	Theragen, Inc.
US 11,395,919	17/506,890	United States	7/26/2022	Therapeutic Stimulator System	Theragen, Inc.
JP 5192690	2006-506629	Japan	5/07/2004	Apparatus for Applying Electrical Current to the	Theragen, Inc.

				Neuromuscular System	
JP 5465191	2011-005533	Japan	1/14/2011	Apparatus for Applying Electrical Current to the Neuromuscular System	Theragen, Inc.
WO 2022/169491	PCT/US2021/055955	WIPO	10/21/2021	Systems, Methods and Devices for Electrical Stimulation Therapy	Theragen, Inc.