

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI907818

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE HYMED GROUP CORPORATION	08/01/2023
APPLIED NUTRITIONALS, LLC	08/01/2023
GEORGE D. PETITO	08/01/2023
RECEIVING PARTY DATA	
Company Name:	SANARA MEDTECH APPLIED TECHNOLOGIES, LLC
Street Address:	1200 SUMMIT AVENUE, SUITE 414
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76102
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	11071758
Patent Number:	10487824
Patent Number:	10471106
Patent Number:	9782458
Patent Number:	9585943
Patent Number:	9125892
Patent Number:	8168599
Patent Number:	7691829
Patent Number:	6136341
CORRESPONDENCE DATA	
Fax Number:	5619622101
<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:	(561)962-2100
Email:	amherrman@duanemorris.com
Correspondent Name:	Gregory M. Lefkowitz
Address Line 1:	5100 Town Center Circle, Suite 400
Address Line 2:	Boca Center Tower II
Address Line 4:	Boca Raton, FLORIDA 33486

ATTORNEY DOCKET NUMBER:	F6099-00000
NAME OF SUBMITTER:	Audrey Herrman
SIGNATURE:	/Audrey Herrman/
DATE SIGNED:	03/24/2025
Total Attachments: 6 source=F6099-00000_PetitoAssignment#page1.tiff source=F6099-00000_PetitoAssignment#page2.tiff source=F6099-00000_PetitoAssignment#page3.tiff source=F6099-00000_PetitoAssignment#page4.tiff source=F6099-00000_PetitoAssignment#page5.tiff source=F6099-00000_PetitoAssignment#page6.tiff	

IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "**Agreement**"), dated as of the 1st day of August, 2023, is entered into between **SANARA MEDTECH APPLIED TECHNOLOGIES, LLC**, a Texas limited liability company ("**Transferee**"), and **THE HYMED GROUP CORPORATION**, a Delaware corporation ("**Hymed**"), and **APPLIED NUTRITIONALS, LLC**, a Delaware limited liability company ("**Applied**") and **GEORGE D. PETITO** ("**Owner**") (Hymed, Applied and Owner each referred to herein as "**Transferor**" and collectively as the "**Transferors**")

RECITALS

WHEREAS, Owner is the owner, directly or indirectly, of Hymed and Applied;

WHEREAS, Transferors have entered into that certain Asset Purchase Agreement ("**Purchase Agreement**") with Transferee, dated August 1st, 2023, whereby Transferors will sell certain assets including intellectual property set forth in Schedule 1.1(c) of the Purchase Agreement to the Transferee, subject to the reservation of rights set forth in the Purchase Agreement, for the consideration defined therein;

WHEREAS, the parties desire for this Agreement to give effect to the foregoing;

WHEREAS, capitalized terms not otherwise defined herein shall have their meaning set forth in the Purchase Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Transfer of IP. Subject to the terms and conditions set forth herein, Transferors hereby transfer, assign, convey and deliver to Transferee, and Transferee does hereby accept and acquire from Transferors, all of Transferors' right, title and interest in and to the assets set forth on Schedule 1.1(c) of the Purchase Agreement including all trade secrets, rights granted under 510(k) clearances, patent rights, trademark rights, methods, product designs, systems, know-how, inventions, markets, customers, potential customers, business methods, business models, pricing structures, competitive business methodologies, and other intellectual property in the applicable field (collectively, the "**Transferred IP**"), free and clear of any security interest, pledge, lien, charge, mortgage, claim or other encumbrance (each, an "**Encumbrance**"), but subject to the reservation of rights of Transferors as set forth in Purchase Agreement, and below.

2. Reservation of Rights. Whereas Transferee is obtaining certain Rights and Assets from Transferors, and whereas those Rights and Assets include certain patent rights that fall within a field of use that is of interest to Transferee and that also fall within a field of use that is of interest to Transferors, Transferee and Transferors agree that Transferee's field of use shall include "collagen compositions for human wound care" and that Transferee shall provide to Transferors (for their benefit and the benefit of Transferors' successors and assigns) a fully paid up, irrevocable, transferrable, royalty free and exclusive license, and right to sub-license, to develop, have developed, manufacture, have manufactured, use, make, have made, market, commercialize, have commercialized, offer to sell, distribute and have distributed for sale, sell, have sold, or import, any product or service in all fields other than Transferee's desired field of use for all patent rights assigned to Transferee pursuant to this Agreement (to include for example, use in treating non-human animals and the like). Said license to Transferors shall include a first right, but not an obligation, to take action in the prosecution, prevention, or termination of any infringement falling within the licensed field of use. The license shall provide that Transferors shall notify Transferee of any such action in advance, and keep Transferee reasonably informed of the progress of any such actions. However, such actions shall

be undertaken and directed by Transferors' sole discretion and at Transferors' cost. Thus, any and all compensation from any action brought by Transferors to enforce these rights shall be the sole property of Transferors.

The license shall further provide that Transferee will cooperate fully in any action brought by Transferors seeking to enforce the patent rights licensed to Transferors.

Transferor also reserves and retains, for the benefit of itself and its successors and assigns, a right to grant third parties an immunity from suit under the assigned patent rights with respect to goods and services in fields outside of the Transferee's field of use.

Transferee agrees not to interfere with any contract or contractual relationship between Transferor and any future licensees of Transferor in regard to the patent rights assigned to Transferee arising from any rights retained by or granted to Transferor hereunder in fields outside of the Transferee's field of use, or any benefits that Transferor or its licensees gain through any such contract or contractual relationship, the receipt of any right, or the performance of any duty and obligation thereunder.

3. Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, the Purchase Agreement, or any Schedules or Exhibits to the Purchase Agreement

4. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement and the rights and obligations hereunder may not be assigned by a party hereto without the written consent of the other party hereto. The rights reserved to the Transferors pursuant to the Purchase Agreement are not limited by this Section 5. Transferors may assign the reserve rights and the exclusive license under this Agreement without Transferees prior consent.

6. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

7. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

8. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

9. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement, the Purchase Agreement, or any Schedules or Exhibits to the Purchase Agreement were not performed in accordance with the terms hereof or thereof, and that the parties shall be entitled to specific performance of the terms hereof and thereof, without the necessity of posting bond and in addition to any other remedy to which they are entitled at law or in equity.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

TRANSFERORS:

THE HYMED GROUP CORPORATION

By: 
Dr. George D. Petito, President

APPLIED NUTRITIONALS, LLC

By: 
Dr. George D. Petito, Managing Director


Dr. George D. Petito, Individually

TRANSFeree:

SANARA MEDTECH APPLIED TECHNOLOGIES,
LLC

By: Sanara MedTech Inc., its Manager

By: _____
Zachary Fleming, CEO

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

TRANSFERORS:

THE HYMED GROUP CORPORATION

By: _____
Dr. George D. Petito, President

APPLIED NUTRITIONALS, LLC

By: _____
Dr. George D. Petito, Managing Director

Dr. George D. Petito, Individually

TRANSFeree:

SANARA MEDTECH APPLIED TECHNOLOGIES,
LLC

By: Sanara MedTech Inc., its Manager

By:  _____
Zachary Fleming, CEO

Schedule 1.1(c)

Transferred Intellectual Property

All patents, patents pending, trademarks and regulatory approvals (510(k)s, pending 510(k)s, etc.) related to collagen human wound care products (inclusive of the Products and Future Products) including, but not limited to, the following:

1. Patents and patents pending:

Document/Patent number		Title	Inventor name	Publication date	Pages
*US-11071758-B2	Preview PDF	Composition having hydrolyzed collagen and manuka honey	Petito; George D.	7/27/2021	3
*US-10487824-B2	Preview PDF	Method of making a hydrolyzed collagen gel	Petito; George D.	11/26/2019	6
*US-10471106-B2	Preview PDF	Composition having hydrolyzed collagen and manuka honey	Petito; George D.	11/12/2019	3
*US-9782458-B2	Preview PDF	Composition for tissue/cell repair	Petito; George D.	10/10/2017	5
*US-9585943-B2	Preview PDF	Composition for tissue/cell repair	Petito; George D.	3/7/2017	5
US-9125892-B2	Preview PDF	Composition for reduced scar formation of wounds	Petito; George D.	9/8/2015	3
US-8168599-B2	Preview PDF	Composition and method for healing tissues	Petito; George D. et al.	5/1/2012	12
US-7691829-B2	Preview PDF	Composition and method for healing tissues	Petito; George D. et al.	4/6/2010	12
US-6136341-A	Preview PDF	Collagen containing tissue adhesive	Petito; George D.	10/24/2000	5

*Marked items are dual use subject to reservation of rights defined elsewhere.

2. Trademarks:

- a. Collamin
- b. Bioactive Collagen Peptides
- c. Cellamax
- d. Cellulo
- e. Cellerate