

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAIN TEQ, LLC		07/06/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	PTL HOLDCO LLC		
Street Address:	1511 N. Westshore blvd.		
Internal Address:	Suite 470		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6855109	LINQ	
Registration Number:	6836303	PAIN TEQ	
Registration Number:	6836304	PAIN TEQ	
Registration Number:	6836305	PAIN TEQ	
Registration Number:	6535437	PAIN TEQ	
Serial Number:	98035590	PAIN TEQ	
Serial Number:	98035581	LINQ	
Serial Number:	98029879	PAIN TEQ	
Serial Number:	98029862	PAIN TEQ	
Serial Number:	98029845	PAIN TEQ	
Serial Number:	98029760	PAIN TEQ	
Serial Number:	90393083	LINQ	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8135065194		
Email:	Patrick.Reid@hwlaw.com		

CH \$315.00 6855109

Correspondent Name: Patrick A. Reid
Address Line 1: 101 E. Kennedy Blvd.
Address Line 2: Suite 3700
Address Line 4: Tampa, FLORIDA 33602

NAME OF SUBMITTER: Patrick A. Reid

SIGNATURE: /Patrick A. Reid/

DATE SIGNED: 07/06/2023

Total Attachments: 11

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IP TRANSFER AGREEMENT

This IP Transfer Agreement (this “Agreement”) is entered into as of July 6, 2023, by and between Pain TEQ, LLC, a Florida limited liability company (the “Assignor”), and PTL Holdco LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “Assignee”).

WHEREAS, the Assignee is a wholly-owned subsidiary of the Assignor;

WHEREAS, it is a condition precedent under the Term Loan Agreement, dated as of the date hereof, among the Assignor, the Assignee and U.S. Bank Trust Company, National Association, as administrative agent and collateral agent, among others (the “Loan Agreement”), that the Assignor transfer and assign the Property (as defined below), directly or indirectly, to PTL Opco LLC, a Delaware limited liability company (“IP Subco”), which is a wholly-owned indirect subsidiary of the Assignor;

WHEREAS, the Assignee desires to obtain from the Assignor, and the Assignor is willing to contribute and assign to the Assignee, the Property, in accordance with the terms and subject to the conditions of this Agreement;

WHEREAS, immediately after entering into this Agreement, the Assignee will enter into an agreement with IP Subco, whereby the intellectual property subject to this Agreement will be transferred to IP Subco; and

WHEREAS, substantially concurrently with the execution of this Agreement, IP Subco is entering into that certain intercompany license agreement with the Assignor (the “License Agreement”) to enable the Assignor, its affiliates and their end users to use and continue to use the Property and such other intellectual property that is the subject of such License Agreement, in each case, in accordance with the terms and conditions of the License Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor hereby irrevocably transfers as a capital contribution, and assigns, conveys and delivers to the Assignee, all of the Assignor’s right, title and interest, on a worldwide basis, in and to (a) the patents, copyrights, trade secrets, domain names, uniform resource locators and trademarks and all other intellectual property and other rights and property described in Exhibit A attached hereto, (b) all Intellectual Property (as defined in the Loan Agreement) that forms part of or is included within the Collateral (as defined in the Loan Agreement), whether as at the date of this Agreement or thereafter, (c) all goodwill of any portion of the Assignor’s business associated and connected with any trademarks included in any of the foregoing and (d) any and all modifications, derivative works and improvements in the foregoing, together with all related intellectual property and other rights (all of the foregoing, collectively, the “Property”), and the right (but not the obligation) to assert the Property and to collect for all past, present and future infringements, misappropriations and other violations, and claims for damages and the proceeds thereof, including, without limitation, license royalties, and proceeds of suits relating to infringement, misappropriation or other violation, and all rights corresponding thereto throughout

the world by reason of any past and future acts of infringement, misappropriation or other violation that have occurred or may occur. The Assignor hereby authorizes and requests the United States Patent and Trademark Office and United States Copyright Office (as applicable) and other intellectual property offices and registries throughout the world to register and grant all trademarks, patents and copyrights (including applications therefor) listed on Exhibit A to the Assignee, for its interest as assignee, and its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Upon each request by the Assignee, without additional consideration, the Assignor agrees to promptly execute documents, including further confirmatory assignments to the Assignee, as necessary, testify and take other acts at the Assignee's expense as the Assignee may deem necessary or desirable to procure, maintain, perfect and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis, of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal or reissued utility and design patents, copyrights, mask works, trademarks and all other technology and intellectual property rights throughout the world related to any of the Property, in the Assignee's name and for its benefit. In the event the Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified herein, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor. The Assignor hereby quitclaims to the Assignee any and all claims, of any nature whatsoever, that the Assignor now has for infringement, misappropriation or other violation of any Property assigned hereunder.

3. The Assignor agrees to provide to the Assignee from and after the execution of this Agreement and at the expense of the Assignee competent and knowledgeable assistance to facilitate the transfer of all information, trade secrets, know how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the tangible aspects of the Property.

4. This Agreement (including Exhibit A) constitutes the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

5. This Agreement will be governed and construed in accordance with the laws of the State of Delaware without giving effect to any conflicts of laws principles that require the application of the law of a different state. The Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in the county in which the Assignee has its principal offices for any lawsuit filed there against the Assignor by the Assignee arising from or related to this Agreement.

6. Nothing contained in this Agreement is intended to provide any right, interest or remedy to any person or entity, other than the Assignor and the Assignee.

7. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

8. Failure by either party hereto to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

9. The provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ASSIGNOR:

PAIN TEQ, LLC

By: _____

Name: Sean LaNeve

Title: Chief Executive Officer

Address for Notices:

1511 N. Westshore Blvd., Suite 470

Tampa, Hillsborough County, FL 33607

Attention: Sean LaNeve

Email: Sean.LaNeve@painteq.com

ASSIGNEE:

PTL HOLDCO LLC

By: _____

Name: Sean LaNeve

Title: Chief Executive Officer

Address for Notices:

1511 N. Westshore Blvd., Suite 470

Tampa, Hillsborough County, FL 33607

Attention: Sean LaNeve

Email: Sean.LaNeve@painteq.com

EXHIBIT A

Intellectual Property – Patents, Patent Applications and Patent Licenses

Registered or Applied-For Patents (U.S.):

Co.	Title	Status	Patent No.	Grant Date	App. No.	Date Filed
US	INSTRUMENTATION FOR FUSING A SACROILIAC JOINT	Issued	11,154,402	Oct 26, 2021	16/851,840	Apr 17, 2020
US	MULTIMODAL ABRADING DEVICE FOR FUSING A SACROILIAC JOINT	Issued	11,058,556	Jul 13, 2021	17/063,609	Oct 5, 2020
US	DRILL-LESS METHOD OF FUSING A SACROILIAC JOINT	Issued	11,020,129	Jun 1, 2021	17/063,613	Oct 5, 2020
US	ALLOGRAFT IMPLANT FOR FUSING A SACROILIAC JOINT	Issued	11,058,550	Jul 13, 2021	17/063,616	Oct 5, 2020
US	DECORTICATING DEVICE FOR FUSING A SACROILIAC JOINT	Issued	11,389,305	Jul 19, 2022	17/370,832	Jul 8, 2021
US	FUSION-FACILITATING WINDOW IN AN ALLOGRAFT IMPLANT	Issued	11,376,132	Jul 5, 2022	17/370,931	Jul 8, 2021
US	METHOD OF FORMING AND DECORTICATING A VOID IN A SACROILIAC JOINT	Issued	11,382,770	Jul 12, 2022	17/372,185	Jul 9, 2021
US	MATING INSTRUMENT SET FOR FUSING A SACROILIAC JOINT	Issued	11,382,755	Jul 12, 2022	17/506,314	Oct 20, 2021
US	ALLOGRAFT IMPLANT WITH SYNTHETIC BONE FUSION MATERIAL FOR FUSING A SACROILIAC JOINT	Expired			63335115	Apr 26, 2022
US	A SURGICAL INSTRUMENT HAVING AN INTEGRATED EXTRACTION MECHANISM	Pending			63395270	Aug 4, 2022
US	IMPROVED IMPLANT FOR SACROILIAC JOINT FUSION	Allowed			17/853,712	Jun 29, 2022
US	IMPROVED METHOD OF FORMING AND DECORTICATING A VOID IN A SACROILIAC JOINT	Issued	11,627,971	Apr 18, 2023	17/853,771	Jun 29, 2022

US	MATING INSERTER AND CANNULA FOR FUSING A SACROILIAC JOINT	Issued	11,534,306	Dec 27, 2022	17/855,486	Jun 30, 2022
US	IMPROVED DECORTICATING DEVICE FOR FUSING A SACROILIAC JOINT	Issued	11,653,935	May 23, 2023	17/855,373	Jun 30, 2022
US	MATING INSERTER AND CANNULA FOR FUSING A SACROILIAC JOINT	Published			18/087,585	Dec 22, 2022
US	PREPACKAGED SACROILIAC JOINT IMPLANT WITH PREPACKED BONE GROWTH FACTOR	Pending			18/307,730	Apr 26, 2023
US	FUSION IMPLANT FOR A SACROILIAC JOINT	Pending			18/321,358	May 22, 2023

Registered or Applied-For Patents (non-U.S):

Co.	Title	Status	Patent No.	Grant Date	App. No.	Date Filed
WO	INSTRUMENTATION FOR FUSING A SACROILIAC JOINT	Expired			PCT/US20/54299	Oct 5, 2020
WO	MULTIMODAL ABRADING DEVICE FOR FUSING A SACROILIAC JOINT	Expired			PCT/US20/54290	Oct 5, 2020
WO	DRILL-LESS METHOD OF FUSING A SACROILIAC JOINT	Expired			PCT/US20/54308	Oct 5, 2020
WO	ALLOGRAFT IMPLANT FOR FUSING A SACROILIAC JOINT	Expired			PCT/US20/54312	Oct 5, 2020
JP	Instrumentation for Fusing a Sacroiliac Joint	Pending			2022520866	Oct 5, 2020
JP	Multimodal Abrading Device for Fusing a Sacroiliac Joint	Pending			2022520906	Oct 5, 2020
JP	Drill-less Method of Fusing a Sacroiliac Joint	Pending			2022520907	Oct 5, 2020
JP	Allograft Implant for Fusing a Sacroiliac Joint	Pending			2022520905	Oct 5, 2020
SG	INSTRUMENTATION FOR FUSING A SACROILIAC JOINT	Pending			11202203420Y	Oct 5, 2020
SG	MULTIMODAL ABRADING DEVICE FOR FUSING A SACROILIAC JOINT	Pending			11202203422S	Oct 5, 2020

SG	DRILL-LESS METHOD OF FUSING A SACROILIAC JOINT	Pending			11202203425Q	Oct 5, 2020
SG	ALLOGRAFT IMPLANT FOR FUSING A SACROILIAC JOINT	Pending			11202203424V	Oct 5, 2020
CA	INSTRUMENTATION FOR FUSING A SACROILIAC JOINT	Pending			3156504	Oct 5, 2020
CA	MULTIMODAL ABRADING DEVICE FOR FUSING A SACROILIAC JOINT	Pending			3156501	Oct 5, 2020
CA	DRILL-LESS METHOD OF FUSING A SACROILIAC JOINT	Pending			3156505	Oct 5, 2020
CA	ALLOGRAFT IMPLANT FOR FUSING A SACROILIAC JOINT	Pending			3156507	Oct 5, 2020
AU	INSTRUMENTATION FOR FUSING A SACROILIAC JOINT	Pending			2020359010	Oct 5, 2020
AU	MULTIMODAL ABRADING DEVICE FOR FUSING A SACROILIAC JOINT	Pending			2020357181	Oct 5, 2020
AU	DRILL-LESS METHOD OF FUSING A SACROILIAC JOINT	Pending			2020359012	Oct 5, 2020
AU	ALLOGRAFT IMPLANT FOR FUSING A SACROILIAC JOINT	Pending			2020359013	Oct 5, 2020
EP	INSTRUMENTATION FOR FUSING A SACROILIAC JOINT	Pending			20872734.7	Oct 5, 2020
EP	MULTIMODAL ABRADING DEVICE FOR FUSING A SACROILIAC JOINT	Pending			20871215.8	Oct 5, 2020
EP	DRILL-LESS METHOD OF FUSING A SACROILIAC JOINT	Pending			20870501.2	Oct 5, 2020
EP	ALLOGRAFT IMPLANT FOR FUSING A SACROILIAC JOINT	Pending			20871307.3	Oct 5, 2020
AU	DRILL-LESS METHOD OF FUSING A SACROILIAC JOINT	Pending			2022/204004	Jun 9, 2022
AU	MULTIMODAL ABRADING DEVICE FOR FUSING A SACROILIAC JOINT	Pending			2022/204130	Jun 14, 2022
HK	ALLOGRAFT IMPLANT FOR FUSING A SACROILIAC JOINT	Pending			62023068097.2	Feb 8, 2023
HK	DRILL-LESS METHOD OF FUSING A SACROILIAC JOINT	Pending			62023068099.8	Feb 8, 2023
HK	MULTIMODAL ABRADING DEVICE FOR FUSING A SACROILIAC JOINT	Pending			62023068098.0	Feb 8, 2023

HK	INSTRUMENTATION FOR FUSING A SACROILIAC JOINT	Pending			62023068100.4	Feb 8, 2023
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Intellectual Property – Trademarks

Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Pain TEQ, LLC	LINQ	6855109	09.27.2022
Pain TEQ, LLC	PAIN TEQ	6836303	09.06.2022
Pain TEQ, LLC	PAIN TEQ	6836304	09.06.2022
Pain TEQ, LLC	PAIN TEQ	6836305	09.06.2022
Pain TEQ, LLC	PAIN TEQ	6535437	10.26.2021

Trademark Applications:

<u>Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
Pain TEQ, LLC	PAIN TEQ	98035590	06.09.2023
Pain TEQ, LLC	LINQ	98035581	06.09.2023
Pain TEQ, LLC	PAIN TEQ	98029879	06.06.2023
Pain TEQ, LLC	PAIN TEQ	98029862	06.06.2023
Pain TEQ, LLC	PAIN TEQ	98029845	06.06.2023
Pain TEQ, LLC	PAIN TEQ	98029760	06.06.2023
Pain TEQ, LLC	LINQ	90393083	12.18.2020

Intellectual Property – Copyrights

None.

Intellectual Property – Licenses

Patent Licenses:

- i. Master Development Agreement by and between ECA Medical Instruments, Inc. and Pain TEQ, LLC, dated as of March 15, 2022.
- ii. Statement of Work #1 to the Master Development Agreement by and between ECA Medical Instruments, Inc. and Pain TEQ, LLC, dated as of March 15, 2022.
- iii. Distribution & Supply Agreement by and between ECA Medical Instruments, Inc. and Pain TEQ, LLC, dated as of September 8, 2022.
- iv. Distribution Agreement by and between Avalign Technologies, Inc. and Pain TEQ, LLC, dated as of February 13, 2020.
- v. Amendment and Supplement to Distribution Agreement by and between Avalign Technologies, Inc. and Pain TEQ, LLC, dated as of August 10, 2021.
- vi. Manufacturing and Private Label Distribution Agreement by and between Tissue Transplant Technology, Ltd. d/b/a Bone Bank Allografts and PAIN TEQ, LLC, dated as of September 16, 2019.
- vii. Amendment to Manufacturing and Private Label Distribution Agreement by and between Tissue Transplant Technology, Ltd. d/b/a Bone Bank Allografts and PAIN TEQ, LLC, dated as of March 4, 2021.
- viii. Processing and Supply Agreement by and between Pain TEQ, LLC and RTI Surgical, Inc., dated as of July 22, 2021.
- ix. Private Label Processing Agreement by and between Berkeley Advanced Biomaterials LLC and Pain TEQ LLC, dated as of October 20, 2020.
- x. Addendum One to Private Label Processing Agreement by and between Berkeley Advanced Biomaterials LLC and Pain TEQ LLC, dated as of December 14, 2020.

Trademark Licenses:

- i. Master Development Agreement by and between ECA Medical Instruments, Inc. and Pain TEQ, LLC, dated as of March 15, 2022.
- ii. Statement of Work #1 to the Master Development Agreement by and between ECA Medical Instruments, Inc. and Pain TEQ, LLC, dated as of March 15, 2022.
- iii. Distribution & Supply Agreement by and between ECA Medical Instruments, Inc. and Pain TEQ, LLC, dated as of September 8, 2022.

- iv. Distribution Agreement by and between Avalign Technologies, Inc. and Pain TEQ, LLC, dated as of February 13, 2020.
- v. Amendment and Supplement to Distribution Agreement by and between Avalign Technologies, Inc. and Pain TEQ, LLC, dated as of August 10, 2021.
- vi. Processing and Supply Agreement by and between Pain TEQ, LLC and RTI Surgical, Inc., dated as of July 22, 2021.
- vii. Private Label Processing Agreement by and between Berkeley Advanced Biomaterials LLC and Pain TEQ LLC, dated as of October 20, 2020.
- viii. Addendum One to Private Label Processing Agreement by and between Berkeley Advanced Biomaterials LLC and Pain TEQ LLC, dated as of December 14, 2020.

Copyright Licenses:

None.

Trade Secret Licenses:

None.

URLs and Domain Names:

www.painte.com