

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Osseon Therapeutics, Inc.	FORMERLY Osseon Therapeutics, LLC	10/07/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Venture Lending & Leasing VI, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3879891	OSSEOFLEX	
Registration Number:	3879888	OSSEON	
Registration Number:	3768156	OSSEOPERM	
Registration Number:	3772290	OSSEOFLEX	
Registration Number:	3796184	OSSEON	
Serial Number:	85013561	OSSEOFLEX DR	
Serial Number:	77381194	OSSEOPLASTY	
CORRESPONDENCE DATA			
Fax Number:	(415)777-4961		
Phone:	415 981 1400		
Email:	gkiviat@grmslaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jeffrey T. Klugman		
Address Line 1:	Four Embarcadero Center, Suite 4000		

OP \$190.00 3879891

900204414

**TRADEMARK
 REEL: 004640 FRAME: 0183**

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 47558/0099

NAME OF SUBMITTER: Jeffrey T. Klugman

Signature: /Jeffrey T. Klugman/

Date: 10/12/2011

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of October 7, 2011, by and between OSSEON THERAPEUTICS, INC., a California corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral") for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by

such trademarks, including without limitation those set forth on Exhibit B attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would affect Borrower's rights to use such trademarks under applicable law; (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper; or (c) all letters patent of, or rights corresponding thereto in, the United States or any other country, all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, patents or applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under or claiming priority to any such applications of the patent applications set forth on Exhibit C attached hereto.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(f) Grantor has issued patents, registered trademarks, pending patent applications, and pending trademark applications as listed on Exhibits A and B, and shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A and B), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations as set forth in Section 2(d); and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A and B hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by

Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject to the terms of the Supplement to the Loan Agreement, after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

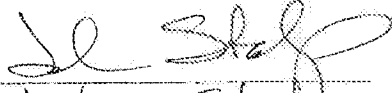
2330 Circadian Way
Santa Rosa, CA 95407
Attn: Chief Executive Officer

OSSEON THERAPEUTICS, INC.

By:

Name:

Its:



John Staley
CEO

SECURED PARTY:

Address of Secured Party:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VI, INC.

By: _____

Name: _____

Its: _____

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[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

OSSEON THERAPEUTICS, INC.

2330 Circadian Way
Santa Rosa, CA 95407
Attn: Chief Executive Officer

By: _____

Name:

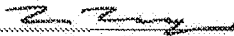
Its:

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VI, INC.

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By:  _____

Name: Maurice Werdegar

Its: CEO

EXHIBIT A

Patents

Issued U.S. Patents

Reference No.	Title	Patent No.	Issue Date
OSEON.003DV2	CLOSED VERTEBROPLASTY BONE CEMENT INJECTION SYSTEM	7,811,291	10/12/2010
OSEON.003DV1	STEERABLE VERTEBROPLASTY SYSTEM	7,842,041	11/30/2010

Pending United States Patent Applications

Reference No.	Title	Serial No.	Filing Date
OSEON.003A	STEERABLE VERTEBROPLASTY SYSTEM	11/941,764	11/16/2007
OSEON.003CP1	STEERABLE VERTEBROPLASTY SYSTEM WITH CAVITY CREATION ELEMENT	12/029,428	02/11/2008
OSEON.003CP2	STEERABLE VERTEBROPLASTY SYSTEM WITH PLURALITY OF CAVITY CREATION ELEMENTS	12/469,654	05/20/2009
OSEON.003CP3C	STEERABLE AND CURVABLE VERTEBROPLASTY SYSTEM WITH CLOG-RESISTANT EXIT PORTS	13/182,335	07/13/2011
OSEON.004A	VERTEBROPLASTY METHOD WITH ENHANCED CONTROL	11/941,733	11/16/2007
OSEON.016A	STEERABLE CURVABLE VERTEBROPLASTY DRILL	12/469,611	05/20/2009
OSEON.016P1C2	STEERABLE CURVABLE VERTEBROPLASTY DRILL	13/215,098	08/22/2011
OSEON.019C2	STEERABLE CURVABLE ABLATION CATHETER FOR VERTEBROPLASTY	13/219445	08/26/2011
OSEON.021PR	STEERABLE AND CURVABLE BONE TAMP	61/446,981	02/25/2011

Pending Foreign Applications

Reference No.	Title	Application No.	Filing date
OSEON.003VAU	STEERABLE VERTEBROPLASTY SYSTEM WITH CAVITY CREATION ELEMENT	2008322467	11/14/2008
OSEON.003VCA	STEERABLE VERTEBROPLASTY SYSTEM WITH CAVITY CREATION ELEMENT	2705762	11/14/2008

Reference No.	Title	Application No.	Filing date
OSEON.003VCN	STEERABLE VERTEBROPLASTY SYSTEM WITH CAVITY CREATION ELEMENT	200880124572.3	11/14/2008
OSEON.003VEP	STEERABLE VERTEBROPLASTY SYSTEM WITH CAVITY CREATION ELEMENT	08849845.6	11/14/2008
OSEON.003VIN	STEERABLE VERTEBROPLASTY SYSTEM WITH CAVITY CREATION ELEMENT	3603/DELNP/2010	11/14/2008
OSEON.003VKR	STEERABLE VERTEBROPLASTY SYSTEM WITH CAVITY CREATION ELEMENT	10-2010-7013294	11/14/2008
OSEON.016VPC	STEERABLE CURVABLE VERTEBROPLASTY DRILL	PCT/US2010/035687	05/20/2010
OSEON.019VPC	STEERABLE CURVABLE ABLATION CATHETER FOR VERTEBROPLASTY	PCT/US2010/035683	05/20/2010

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EXHIBIT B

Trademarks

U.S. Trademarks

Reference No.	Title	Serial No.	Filing Date	Status
OSEON.007T	OSSEON (Class 5)	77/381181	01/25/2008	Registered – 3,796,184 – 6/1/10
OSEON.008T	OSSEOFLEX (Class 10)	77/425374	03/18/2008	Registered – 3,772,290 – 4/6/10
OSEON.009T	OSSEOPLASTY (Class 5)	77/381194	01/25/2008	Allowed
OSEON.010T	OSSEOPERM (Class 5)	77/425421	03/18/2008	Registered – 3,768,156 – 3/30/10
OSEON.025T	OSSEOFLEX DR (Class 10)	85/013561	04/14/2010	Allowed
OSEON.026T	OSSEON (Class 10)	85/013539	04/14/2010	Registered – 3,879,888 – 11/23/10
OSEON.028T	OSSEOFLEX (Class 10)	85/013581	04/14/2010	Registered – 3,879,891 – 11/23/10

Foreign Trademarks

Reference No.	Title	Serial No.	Filing Date	Status
OSEON.007WCA	OSSEON (class 5, 10, 44)	1410592	09/12/2008	Pending - Canada
OSEON.007WCN	OSSEON (class 5)	6958021	09/17/2008	Registered – China – 9/14/10
OSEON.008WCA	OSSEOFLEX (class 5, 10)	1410499	09/12/2008	Pending - Canada
OSEON.008WCN	OSSEOFLEX (class 5)	6958017	09/17/2008	Registered – China – 7/21/10
OSEON.008WEU	OSSEOFLEX (class 5, 10, 44)	007090269	07/24/2008	Registered – Europe – 6/11/09
OSEON.009WCA	OSSEOPLASTY (class 5, 10, 44)	1410602	09/12/2008	Pending - Canada
OSEON.009WCN	OSSEOPLASTY (class 5)	6958019	09/17/2008	Registered – China – 7/21/10
OSEON.009WEU	OSSEOPLASTY (class 5, 10, 44)	007090269	07/24/2008	Registered – Europe – 4/28/09
OSEON.010WCA	OSSEOPERM (class 5, 10)	1410594	09/12/2008	Pending - Canada
OSEON.010WCN	OSSEOPERM (class 5)	6958022	09/17/2008	Registered – China – 5/21/10
OSEON.010WEU	OSSEOPERM (class 5, 10, 44)	007230105	09/12/2008	Registered – Europe – 4/28/09
OSEON.011WCN	OSSEOFLEX (class 10)	6958016	09/17/2008	Registered – China – 5/21/10
OSEON.012WCN	OSSEOPERM (class 10)	6958262	09/17/2008	Registered – China – 5/21/10
OSEON.013WCN	OSSEON (class 10)	6958020	09/17/2008	Registered – China – 5/21/10
OSEON.014WCN	OSSEOPLASTY (class 10)	6958018	09/17/2008	Registered – China – 5/21/10

EXHIBIT C

Patents Expressly Excluded from Collateral

Pending United States Patent Applications

Reference No.	Title	Serial No.	Filing Date
OSEON.001C3	TWO-PART BONE CEMENT COMPOSITE CONTAINING PARTICLES IN A NON-UNIFORM SPATIAL DISTRIBUTION	13/225,350	09/02/2011
OSEON.005C1	VERTEBROPLASTY IMPLANT WITH ENHANCED INTERFACIAL SHEAR STRENGTH	13/095,669	04/27/2011

Pending Foreign Applications

Reference No.	Title	Application No.	Filing date
OSEON.001VCA	BONE CEMENT COMPOSITE CONTAINING PARTICLES IN A NON-UNIFORM SPATIAL DISTRIBUTION AND DEVICES FOR IMPLEMENTATION	2637380	01/23/2007
OSEON.001VCN	BONE CEMENT COMPOSITE CONTAINING PARTICLES IN A NON-UNIFORM SPATIAL DISTRIBUTION AND DEVICES FOR IMPLEMENTATION	200780002897.X	01/23/2007
OSEON.001VEP	BONE CEMENT COMPOSITE CONTAINING PARTICLES IN A NON-UNIFORM SPATIAL DISTRIBUTION AND DEVICES FOR IMPLEMENTATION	07709859.8	01/23/2007
OSEON.001VKR	BONE CEMENT COMPOSITE CONTAINING PARTICLES IN A NON-UNIFORM SPATIAL DISTRIBUTION AND DEVICES FOR IMPLEMENTATION	10-2008-7020136	01/23/2007
OSEON.001VRU	BONE CEMENT COMPOSITE CONTAINING PARTICLES IN A NON-UNIFORM SPATIAL DISTRIBUTION AND DEVICES FOR IMPLEMENTATION	2008129766	01/23/2007

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