

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRANSFER PURSUANT TO FORECLOSURE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Osseon Therapeutics, Inc.		02/06/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Squadron Newco LLC		
Street Address:	18 Hartford Avenue		
City:	Granby		
State/Country:	CONNECTICUT		
Postal Code:	06035		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3796184	OSSEON	
Registration Number:	3772290	OSSEOFLEX	
Serial Number:	77381194	OSSEOPLASTY	
Registration Number:	3768156	OSSEOPERM	
Serial Number:	85013561	OSSEOFLEX DR	
Registration Number:	3879888	OSSEON	
Registration Number:	3879891	OSSEOFLEX	
CORRESPONDENCE DATA			
Fax Number:	4153918269		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 659-5964		
Email:	pmunoz@reedsmith.com		
Correspondent Name:	Peter S. Munoz, Reed Smith LLP		
Address Line 1:	101 Second Street		
Address Line 2:	Suite 1800		

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900279554

**TRADEMARK
 REEL: 005210 FRAME: 0793**

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: SQUADRON NEWCO LLC

NAME OF SUBMITTER: Peter S. Munoz

Signature: /Peter S. Munoz/

Date: 02/06/2014

Total Attachments: 9

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TRANSFER STATEMENT OF PATENTS AND TRADEMARKS

This Transfer Statement of Patents and Trademarks ("Transfer Statement") is made as of February 6, 2014, by SQUADRON NEWCO LLC, a Delaware limited liability company ("Squadron"), pursuant to Section 9-619 of the California Commercial Code.

RECITALS

A. Squadron is the owner of certain secured indebtedness of Osseon Therapeutics, Inc., a California corporation ("Osseon"), held by Squadron, as assignee, under that certain Loan and Security Agreement and Supplement thereto, both dated as of October 7, 2011, between Osseon and Venture Lending & Leasing VI, Inc., a Maryland corporation ("VLL VI") (as the same have been amended, restated, supplemented, modified and acknowledged from time to time, collectively, the "Loan Agreement"). All capitalized terms used herein and not otherwise defined shall have the same meanings herein as in the Loan Agreement, as the context requires.

B. The Loan advanced to Osseon by VLL VI under the Loan Agreement and all other Obligations of Osseon are secured by security interests in the collateral ("Collateral") granted to VLL VI by Osseon in accordance with the terms of the Loan Agreement and also by security interests in the Intellectual Property of Osseon, as set forth in that certain Intellectual Property Security Agreement, dated as of October 7, 2011, between Osseon and VLL VI (as the same has been amended, restated, supplemented, modified and acknowledged from time to time, the "IP Security Agreement"). The Collateral includes among other assets the intellectual property assets set forth in Exhibit A attached hereto.

C. VLL VI has filed a UCC-1 Financing Statement (the "Financing Statement") with the California Secretary of State on October 7, 2011 as instrument number 117287230809 and has filed the IP Security Agreement with the United States Patent and Trademark Office at Reel 027048 Frame 0423 on October 12, 2011 covering the "Patents" and at Reel 4640 Frame 0183 on October 12, 2011 covering the "Trademarks" to perfect the security interests granted under the Loan Documents. The Financing Statement, together with the Loan Agreement, the IP Security Agreement, the VLL VI Note and each of the other "Loan Documents" referred to in the Loan Agreement, are sometimes referred to herein, collectively, as the "Loan Documents").

D. The Loan Documents were sold and assigned first to J. & P. O'Donnell Revocable Trust dated October 20, 1982 (the "O'Donnell Trust") pursuant to a certain Note Purchase Agreement dated as of March 30, 2012 between VLL VI and the O'Donnell Trust. VLL VI assigned its right, title and interest in, to and under each of the Loan Documents.

E. Osseon executed a Promissory Note ("O'Donnell Note") payable to the order of the O'Donnell Trust to replace the VLL VI Note.

F. The Loan Documents were sold and assigned a second time from the O'Donnell Trust to Squadron pursuant to a certain Note Purchase Agreement dated as of January 29, 2014 between the O'Donnell Trust and Squadron. The O'Donnell Trust assigned its right, title and interest in, to and under each of the Loan Documents and the O'Donnell Note.

G. Concurrently herewith, Squadron is entering into a Foreclosure and Acknowledgement Agreement with Osseon acknowledging the validity and extent of Squadron's lien on the Patents and Trademarks and consenting to Squadron's foreclosure on the Collateral pursuant to California Commercial Code Sections 9-620 and 9-621 as provided in Section 2 below.

NOTICE OF TRANSFER

SQUADRON HEREBY PROVIDES NOTICE as follows:

1. Notice of Default. Osseon has defaulted under the O'Donnell Note by virtue of its failure to make payments as required under the O'Donnell Note from and after February 1, 2014 and has otherwise defaulted under its obligations under the other Loan Documents. Such obligations are secured by the Collateral.

2. Exercise of Post Default Remedies. Squadron has exercised its remedies under the Intellectual Property Security Agreement and the Loan Agreement as provided under such documents and the California Commercial Code. As provided under California Commercial Code Sections 9-620 and 9-621, Squadron has foreclosed upon the Collateral and accepted title thereto in satisfaction of the secured obligations with the express consent of Osseon and all other parties which have an interest in the Collateral.

3. Transfer of Debtor's Rights. Pursuant to the exercise of rights under California Commercial Code Sections 9-620 and 9-621, Squadron has acquired all of the rights of Osseon under the Collateral.

4. Names and Addresses. The names and addresses of Squadron as Secured Party and Osseon as Debtor are as follows.

- (a) Secured Party:
SQUADRON NEWCO LLC, a Delaware limited liability company
18 Hartford Avenue
Granby, Connecticut 06035
- (b) Debtor:
OSSEON THERAPEUTICS, INC., a California corporation
230 Circadian Way
Santa Rosa, California 95407

SQUADRON NEWCO LLC

By: 
Name: David R. Pelizzon
Title: President

EXHIBIT A
TO
TRANSFER STATEMENT OF PATENTS AND TRADEMARKS

The Collateral consists of all present and future interests of Osseon in and to the following assets:

A. PATENTS

1. 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-1 attached hereto (collectively, the "Patents");

2. 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;

3. all licenses or other rights to use any of the Patents, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

4. all amendments, renewals and extensions of the Patents; and

5. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty in respect of any of the foregoing.

B. TRADEMARKS

1. 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 other 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 to any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Osseon connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit A-2 attached here (collectively, the "Trademarks");

2. 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;

3. all licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

4. all amendments, renewals and extensions of the Trademarks; and

5. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty in respect of any of the foregoing.

EXHIBIT A-1

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.003CP3 C	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
OSEON.00103	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
OSEON.003CPC	STEERABLE VERTEBROPLASTY SYSTEM WITH CAVITY CREATION ELEMENT	13/452,784	4/20/2012
OSEON.003CP4	STEERABLE AND CURVABLE CAVITY CREATION SYSTEM	13/461,727	05/01/2012
OSEON.030PR	STEERABLE AND CURVABLE INJECTION DEVICE FOR PREVENTING LOOSENING OR PULL-OUT OF FIXATION IMPLANTS	61/604,440	02/18/2012

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
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/US20101035683	05/20/2010
OSEON.001VCA	BONE CEMENT COMPOSITE CONTAINING PARTICLES IN A NON-UNIFORM SPATIAL DISTRIBUTION AND DEVICES FOR IMPLEMENTATION	2637380	01/23/2007
OSEON.001VON	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
OSEON.003HK	STEERABLE VERTEBROPLASTY SYSTEM WITH CAVITY CREATION ELEMENT	11105730.1	11/14/2008

EXHIBIT A-2

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	OSSEOPLAS TY (class 5, 10, 44)	1410602	09/12/2008	Pending - Canada
OSEON.009WCN	OSSEOPLAS TY (class 5)	6958019	09/17/2008	Registered - China - 7/21/10
OSEON.009WEU	OSSEOPLAS TY (class 5, 10, 44)	007090269	07/24/2008	Registered - Europe - 4/28/09
OSEON.010WCA	OSSEOPER M (class 5, 10)	1410594	09/12/2008	Pending - Canada
OSEON.010WCN	OSSEOPER M (class 5)	6958022	09/17/2008	Registered - China - 5/21/10
OSEON.010WEU	OSSEOPER M (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	OSSEOPER M (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	OSSEOPLAS TY (class 10)	6958018	09/17/2008	Registered - China - 5/21/10