

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTELLIJOINT SURGICAL INC.		03/31/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	WESTERN ONTARIO COMMUNITY FUTURES DEVELOPMENT CORPORATION ASSOCIATION		
Street Address:	330 West Street, Unit 10		
City:	BRANTFORD		
State/Country:	CANADA		
Postal Code:	N3R 7V5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86469943	INTELLIJOINT SURGICAL	
Serial Number:	86198079	INTELLIJOINT HIP	
Serial Number:	86197929	INTELLIJOINT KNEE	
Serial Number:	86138663	INTELLIJOINT	
Serial Number:	86088034	INTELLIJOINT KNEE	
Serial Number:	86087964	INTELLIJOINT HIP	
Serial Number:	86087956	INTELLIJOINT	
Serial Number:	85347119	PELVASSIST	
Serial Number:	85447886	ORTHOPOD	
Serial Number:	86088021	INTELIJOINT	
Serial Number:	86088051	INTELIJOINT HIP	
Serial Number:	86088062	INTELIJOINT KNEE	
CORRESPONDENCE DATA			
Fax Number:	8602189683		
<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:	850-275-6743		
Email:	SMASON@MCCARTER.COM		

OP \$315.00 86469943

Correspondent Name: Sharon Mason
Address Line 1: 185 ASYLUM STREET
Address Line 2: McCarter & English LLP
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Sharon M. Mason

SIGNATURE: /Sharon M. Mason/

DATE SIGNED: 04/06/2015

Total Attachments: 8

source=IntellijointInclPAssn#page1.tif
source=IntellijointInclPAssn#page2.tif
source=IntellijointInclPAssn#page3.tif
source=IntellijointInclPAssn#page4.tif
source=IntellijointInclPAssn#page5.tif
source=IntellijointInclPAssn#page6.tif
source=IntellijointInclPAssn#page7.tif
source=IntellijointInclPAssn#page9.tif

**INTELLECTUAL PROPERTY SECURITY
AGREEMENT AND COLLATERAL ASSIGNMENT**

Western Ontario Community Futures Development Corporation Association ("Assignee") and Intellijoint Surgical Inc., a corporation incorporated under the laws of Ontario, ("Assignor") enter into this Agreement on March 31, 2015.

WHEREAS Intellijoint Surgical Inc. ("Borrower") has entered into a Loan Agreement (the "LOAN AGREEMENT") with the Assignee under which Assignee has agreed to make certain loans available to the Borrower. The Assignee is willing to make such loans under the Loan Agreement upon the condition, among others, that Assignor, enter into this agreement.

In consideration of the above and of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF LOAN AGREEMENT. The Loan Agreement (and all agreements referred to or incorporated in the Agreement) is incorporated by this reference. All capitalized terms not otherwise defined in this Agreement, shall have the meanings specified in the Loan Agreement.

2. COLLATERAL ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND PATENTS. To secure the prompt payment and performance of all of Borrower's present and future indebtedness and obligations to Assignee (collectively, the "DEBT") the Assignor hereby grants to the Assignee a continuing security interest in, and, to the extent provided in SECTION 4 hereof, shall assign, transfer and convey, to the Assignee all right, title and interest, in the United States and throughout the world, in, to and under the following (all of which are collectively called the "COLLATERAL") whether now existing or hereafter created or acquired:

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious 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, trademark registrations and applications for registration, now owned or hereafter acquired by Assignor and all licenses thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (i) the registration renewals thereof, (ii) all Assignor's rights to income, royalties, damages and payments now and hereafter due or payable under and with respect thereto including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world, (all of the foregoing sometimes hereinafter individually or collectively referred to as the "TRADEMARKS"), including, without limitation those listed on Exhibit A hereto;

(b) all United States and foreign copyrights, registered or unregistered, in to all copyrightable works including all registrations and applications therefor and all licenses thereof and (i) any renewals or extensions of the registrations therefor that may be secured under the

laws now or hereafter in effect in the United States or any other country or countries, (ii) all Assignor's rights to income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world (sometimes individually or collectively referred to as the "COPYRIGHTS"), including, without limitation those listed on Exhibit B hereto;

(c) all United States and foreign patents and patent applications, now owned or hereafter acquired by the Assignor, including, without limitation, the inventions and improvements described and claimed therein (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all the Assignor's rights to income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually or collectively referred to as the "PATENTS"), including, without limitation those listed on Exhibit C hereto; and

(d) all other intellectual property rights, now owned or hereafter acquired by the Assignor, including, without limitation, trade secrets, know-how and confidential business information, computer software, computer programs, source code, data and documentation (including electronic media) and licenses thereof, and (i) all the Assignor's rights to income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (ii) all rights corresponding thereto throughout the world (collectively referred to as "INTELLECTUAL PROPERTY RIGHTS").

3. CONTINUING LIABILITY. The Assignor expressly agrees that, notwithstanding anything to the contrary in this Agreement, it shall remain liable under each license, interest and obligation assigned to the Assignee under this Agreement to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions applicable to the Assignor and shall retain the right to sue and recover for past, present and future infringements thereof. The Assignee shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Assignee or the receipt by the Assignee of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Assignee be required or obligated in any manner to perform or fulfill any of the obligations of Assignor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. EFFECT OF COLLATERAL ASSIGNMENT AND REMEDIES. The Assignor agrees that upon the occurrence of an Act of Default (after any applicable grace or cure periods) under the Loan Agreement, the Assignee, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Assignor or any other person (all and each of which demands, advertisements or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more public or private sale or sales, at any exchange, broker's board or at any of the Assignee's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Assignee shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the obligations in such order as the Assignee in its sole discretion shall determine, the Borrower remaining liable for any deficiency therein. The Assignee shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Assignor or the Borrower, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, Assignor waives all the claims, damages and demand against the Assignee arising out of the repossession, retention or sale of the Collateral. The Assignor agrees that the Assignee need not give more than 10 days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

5. POWER OF ATTORNEY. The Assignor hereby authorizes the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select, in the Assignee's sole discretion, as the Assignor's true and lawful attorney-in-fact, with power (I) to endorse the Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee in the perfection of a security interest in the Collateral, (ii) from and after the occurrence of any Act of Default (after any applicable grace or cure periods) in accordance with this Agreement and applicable law, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Assignment. This power of attorney shall be irrevocable until all of the debt owing by the Borrower to the Assignee has been paid in full and all of the financing arrangements between Borrower and the Assignee have been terminated and Assignee has no further obligation to make loans to Borrower.

6. GRANT OF LICENSE TO USE INTANGIBLES. In addition to and for the purpose of enabling the Assignee to exercise rights and remedies contained in this agreement, the Assignor shall permit the Assignee reasonable access to all media in which any of the Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof. In addition, upon an Act of Default (after any applicable grace or cure periods), the Assignee, and its assigns, shall have a non-exclusive license throughout the world in all Trademarks, Patents, Copyrights, and Intellectual Property Rights for the manufacture, sale and distribution of inventory or other goods of the Assignor and for the sale and use of any assets of Assignor in which the Assignee has a security interest (whether now or in the future), unless the Assignor is contractually or legally prohibited from granting such license to the Assignee.

7. REPRESENTATION AND WARRANTIES. The Assignor represents and warrants that the Assignor owns free and clear of all liens all right, title and interest in, or has full right and authority to use, all Collateral necessary or desirable for the conduct of their businesses as currently conducted, as previously conducted or as currently proposed to be conducted. No claim by any other person or entity ("PERSON") contesting the validity or ownership of any Collateral has been made, is currently outstanding or is threatened and neither the Assignor nor any executive thereof has received any notice of, or is aware of any fact which would indicate a likelihood of, any infringement or misappropriation upon, or conflict with, any other Person's intellectual property. None of the Collateral infringes or misappropriates upon, or conflicts with, any intellectual property of any Person, and no infringement, misappropriation or conflict will occur as a result of the continued operation of the businesses as now conducted as currently proposed to be conducted. The transactions contemplated by this Agreement will have no adverse effect on any of Assignor's rights in and to the Collateral. The Assignor further agrees that it will at its expense, at the Assignee's request, defend the Assignee's and Assignor's respective interests in the Collateral from any and all claims and demands of any other person and that it will not grant, create or permit to exist any lien upon or security interest in the Collateral in favor of any other person except liens permitted by the Loan Agreement; provided, however, that prior to the occurrence of an Act of Default and until the expiration of any applicable grace or cure period, nothing contained in this Agreement shall affect Assignor's right to grant non-exclusive licenses to third parties to use any portion of the Collateral.

8. RESTRICTIONS ON FUTURE AGREEMENTS. The Assignor agrees that until all of the obligations have been satisfied in full and the Loan Agreement has been terminated and the Assignee has no further obligation to make loans to the Borrower, it will not, without the Assignee's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is materially inconsistent with Assignor's obligations under this Agreement and the Assignor further agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially affect the validity or enforcement of any of the rights transferred to the Assignee under this Agreement.

9. COVENANTS REGARDING COLLATERAL.

(a) Except as to Collateral which the Assignor in its judgment determines to be in its best interests to abandon or not to enforce or protect, the Assignor (either itself or through licensees) shall (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) employ each Trademark, Copyright and Patent with the appropriate notice of application or registration on applicable products or services, (iii) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Patent may become invalidated or unenforceable, any Trademark right may become abandoned or unenforceable, any Copyright right may become unenforceable, or any Intellectual Property Right may become unenforceable, (iv) prosecute diligently any trademark application, copyright application or any patent application which is pending as of the date of this Agreement or

thereafter, until the Obligations shall have been paid in full, and (v) preserve and maintain all rights in and to the Collateral.

(b) The Assignor shall notify the Assignee reasonably promptly if it knows, or has reason to know, that any application or registration relating to any of the Collateral may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Borrower's ownership of any of the Collateral, its right to register the same, or to keep and maintain the same, except for such abandonment, determination or dedication which is permitted under subparagraph (a) above.

(c) The Assignor (either itself or through licensees) will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under subparagraphs (a) and (b) above).

(d) In the event that any of the Collateral is infringed, misappropriated or diluted by a third party, Assignor shall provide reasonably prompt notice to Assignee and take such action as the Assignor or Assignee shall reasonably deem appropriate under the circumstances, which may include suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution to protect such Collateral.

10. NOTICE. All notices or other communications hereunder shall be given in the manner and to the addresses determined under the Loan Agreement. Specifically all notices for the Assignor shall be sent to the Borrower as provided for in the Loan Agreement.

11. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. NO WAIVER; CUMULATIVE REMEDIES. The Assignee shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Assignee, and then only to the extent therein set forth. A waiver by the Assignee of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Assignee would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Assignee any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege. The rights and remedies hereunder provided are cumulative and

may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or in the Loan Agreement or any other agreements between the parties.

13. WAIVERS; AMENDMENTS. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

14. LIMITATIONS BY LAW. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law which may be controlling and are limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

15. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing herein or in the Loan Agreement or any other collateral security document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreement or any other collateral security document.

16. TERMINATION AND REASSIGNMENT. The Assignee agrees that upon the termination or expiration of the Loan Agreement and termination of any obligations of Assignee to make loans to the Borrower and the payment and performance in full of all the obligations of the Borrower to the Assignee, the Assignee will promptly execute documents releasing the security interests created hereby and to reassign Assignee's interest in the collateral to the Assignor, without warranty, representation or guarantee of any nature or kind.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of Ontario and of Canada applicable in Ontario for contracts made entirely within Ontario. The courts of Ontario and of Canada shall have exclusive jurisdiction in the event of any dispute arising under this Agreement.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties relating to the subject matter of this Agreement, and may only be amended or modified in writing signed by all parties.

19. COUNTERPARTS. This Agreement may be executed in counterparts, each of which counterparts when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

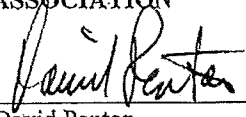
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK,
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Security Agreement and Collateral Assignment on the date referred to herein and as follows:

PARTY OF THE FIRST PART (ASSIGNEE)
SIGNED, SEALED AND DELIVERED

WESTERN ONTARIO
COMMUNITY FUTURES
DEVELOPMENT
CORPORATION
ASSOCIATION

Per: _____


David Penton
Director
I have authority to bind the Corporation

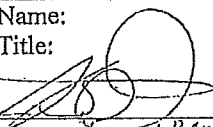
PARTY OF THE SECOND PART (ASSIGNOR)
SIGNED, SEALED AND DELIVERED

INTELLIJOINT SURGICAL INC.

Per: _____

Name:
Title:

Per: _____


Name: ARMAN BAKIRTULAN
Title: CEO
I/we have authority to bind the Corporation

TRADEMARKS

Country	Trademark	Type	Application / Registration No.	Filing / Issue Date
US	INTELLIJOINT SURGICAL	Trademark / Service Mark	86469943	12/03/2014
US	INTELLIJOINT HIP	Trademark	86198079	02/19/2014
US	INTELLIJOINT KNEE	Trademark	86197929	02/19/2014
US	INTELLIJOINT	Trademark / Service Mark	86138663	12/09/2013
US	INTELLIJOINT KNEE	Trademark	86088034	10/10/2013
US	INTELLIJOINT HIP	Trademark	86087964	10/10/2013
US	INTELLIJOINT	Trademark	86087956	10/10/2013
US	PELVASSIST	Trademark	85347119*	06/15/2011
US	ORTHOPOD	Trademark	85447886*	10/14/2011
US	INTELLIJOINT	Trademark	86088021*	10/10/2013
US	INTELLIJOINT HIP	Trademark	86088051*	10/10/2013
US	INTELLIJOINT KNEE	Trademark	86088062*	10/10/2013
Canada	INTELLIJOINT KNEE	Trade-mark (Word)	1660197	01/17/2014
Canada	INTELLIJOINT HIP	Trade-mark (Word)	1660196	01/17/2014
Canada	INTELLIJOINT	Trade-mark (Word)	1655215	12/09/2013
Canada	INTELLIJOINT SURGICAL	Trade-mark (Word)	1704327	11/25/2014

* Abandoned