

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vivex Biomedical, Inc.		12/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	86823135	VIVEX POWERED BY UMTB	
Serial Number:	86184818	CYGNUS SOLO	
Serial Number:	86145907	CYGNUS MAX	
Serial Number:	86292319	PROAMNION	
Serial Number:	86390676	VIA	
Serial Number:	86673994	LIQUID AMNION TECHNOLOGY (LAT)	
Serial Number:	86540692	UMTB FOUNDATION	
Serial Number:	86720883	FENFLEX	
Serial Number:	86155500	VEGA	
Serial Number:	86530526	UMTB A VIVEX COMPANY	
Serial Number:	86155478	JUPITER	
Serial Number:	86673983	AMNION FLOWABLE THERAPY (AFT)	
Serial Number:	86551188	UMTB	
Serial Number:	86540706	UMTB	
Serial Number:	86531455	REVIVEX	
Serial Number:	86526512	RE-VIVEX	
Serial Number:	86526478	REVIVEX	
Serial Number:	86155490	METIS	
Serial Number:	86145898	CYGNUS	

CH \$615.00 86823135

Property Type	Number	Word Mark
Serial Number:	86123835	VIVEX
Serial Number:	86124090	
Serial Number:	86074493	
Serial Number:	85961066	CALLISTO
Serial Number:	85776985	VIVEX

CORRESPONDENCE DATA

Fax Number: 8586385130
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.
Phone: 858-677-1400
Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-703
NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	01/05/2016

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 31, 2015 by and between SILICON VALLEY BANK (“Bank”) and VIVEX BIOMEDICAL, INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated December 31, 2015 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

VIVEX BIOMEDICAL, INC.


By: Thomas J. Gibson
Title: CFO

BANK:

SILICON VALLEY BANK

By: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

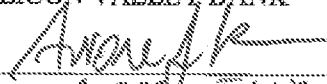
GRANTOR:

VIVEX BIOMEDICAL, INC.

By: _____
Title: _____

BANK:

SILICON VALLEY BANK


By: _____
Title: Director

{Signature Page to Intellectual Property Security Agreement}

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Bone implants and method of manufacture	8414654	4/9/13
Bone graft	8535388	9/17/13
Bone growth enhancing implant	8679189,	3/25/14
Bone implants and method of manufacture	8864839	10/21/14
Bone implants and method of manufacture	9015922	4/28/15
Spinal implants with stem cells	13546430	7/11/12
Bone graft	13888640	5/7/13
Bone graft	13888655	5/7/13
Material modification assembly and method for use in the modification of material substrates	14163712	1/24/14
Tetracalcium phosphate (TTCP) having calcium phosphate whisker on surface	6960249	11/1/05
Transplantable particulate bone composition having high osteoinductive capacity and methods for making and using same	7335381	2/26/08
Injectable calcium phosphate cements and the preparation and use thereof	7976874	7/12/11
Composition of a bone repair mixture	8784908	7/22/14
Spinal cord tissue dehydrated and micronized	8916339	12/23/14
Composition of a bone repair mixture	8936816	1/20/15
Cartilage material	8940698	1/27/15
Radiopaque bone repair mixture and method of use	8962044	2/24/15
Fenestrated bone graft	9050111	6/9/15
Bone screw fastner	9179954	11/10/15
Cartilage material	11746877	5/10/07
Cartilage material	13006949	1/14/11
Self-assembly of collagen fibers from dermis, fascia and tendon for tissue augmentation and coverage of wounds and burns	13955226	7/31/13

Description

Registration/
Application
Number

Registration/
Application
Date

Composition and method of preparation of bone allograft from endosteal portion of bone and isolated bone periosteum

14206361

3/12/14

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VIVEX POWERED BY UMTB	86823135	11/17/15
CYGNUS SOLO	86184818	2/5/14
CYGNUS MAX	86145907	12/17/13
PROAMNION	86292319	5/27/14
VIA	86390676	9/10/14
LIQUID AMNION TECHNOLOGY (LAT)	86673994	6/25/15
UMTB FOUNDATION	86540692	2/20/15
FENFLEX	86720883	8/11/15
VEGA	86155500	12/31/13
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UMTB	86551188	3/3/15
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REVIVEX	86531455	2/11/15
RE-VIVEX	86526512	2/6/15
REVIVEX	86526478	2/6/15
METIS	86155490	12/31/13
CYGNUS	86145898	12/17/13
VIVEX	86123835	11/20/13
Design only	86124090	11/20/13
Design only	86074493	9/25/13
CALLISTO	85961066	6/16/13
VIVEX	85776985	12/12/12

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None