

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382766

| | | | |
|---|---|-------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IMPLANTABLE PROVIDER GROUP, INC. | | 05/02/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK | | |
| Street Address: | 3005 CARRINGTON MILL BOULEVARD, SUITE 530 | | |
| City: | MORRISVILLE | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27560 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4614270 | IPG | |
| Registration Number: | 4614271 | IPG | |
| Registration Number: | 4599546 | IPG DEVICE BENEFIT MANAGEMENT | |
| Registration Number: | 4485827 | MYINSIGHT | |
| Registration Number: | 4470517 | IPG PATHFINDER 360 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | IPTEAM@NATIONALCORP.COM | | |
| Correspondent Name: | BRANDON PARKER | | |
| Address Line 1: | 1025 VERMONT AVENUE NW, SUITE 1130 | | |
| Address Line 2: | NATIONAL CORPORATE RESEARCH, LTD. | | |
| Address Line 4: | WASHINGTON, D.C. 20005 | | |
| NAME OF SUBMITTER: | ANDREW NASH | | |
| SIGNATURE: | /Andrew Nash/ | | |
| DATE SIGNED: | 05/03/2016 | | |
| Total Attachments: 8 | | | |

OP \$140.00 4614270

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(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.

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.

3. 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.

4. 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.

5. 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.

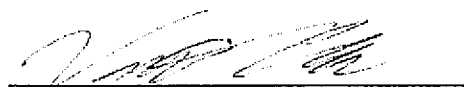
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

[Signature page follows.]

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:

IMPLANTABLE PROVIDER GROUP, INC.



By: Vincent J. Coppola

Title: President & Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

[Signature page to Intellectual Property Security Agreement – Mezzanine Facility]

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.

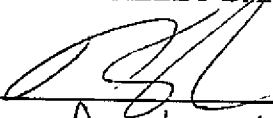
GRANTOR:

IMPLANTABLE PROVIDER GROUP, INC.

By: _____
Title: _____

BANK:

SILICON VALLEY BANK



By: Patrick A. Sobers
Title: Director

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> |
|---|---|---|
| March 6, 2014 Patent Application Publication | Patent Application No. 13/599,696 Patent No. application 20140067406 pending | August 30, 2012 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|--|---|
| Mark: IPG Logo in Classes 35 and 42 | Trademark Application 85/690,921 Reg. No. 4,614,270 | September 30, 2014 |
| Mark: IPG in Classes 35 and 42 | Trademark Application 85/690,980 Reg. No. 4,614,271 | September 30, 2014 |
| IPG Device Benefit Management in Classes 35 and 42 | Trademark Application 85/690,889 Reg No. 4,599,546 | September 9, 2014 |
| Mark: MYINSIGHT in Class 42 | Trademark Application 85/637523 Reg. No. 4,485,827 | February 18, 2014 |
| Mark: Pathfinder360 | Trademark Reg. No. Application 4470517 85/960626 | January 21, 2014 |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

1971410.1