

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUEVISION SYSTEMS, INC.	FORMERLY Micro Vision Systems, Inc.	03/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AESCULAP IMPLANT SYSTEMS, LLC		
Street Address:	373 Corporate Parkway		
City:	Center Valley		
State/Country:	PENNSYLVANIA		
Postal Code:	18034		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87118945	DIGITAL MICROSCOPE PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	6103718506		
<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:	6099877050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J. STEIN		
Address Line 1:	100 Lenox Drive, Suite 200		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		
ATTORNEY DOCKET NUMBER:	033067.00069		
NAME OF SUBMITTER:	Elliott J. STEIN		
SIGNATURE:	/varlawyer/		
DATE SIGNED:	03/16/2017		
Total Attachments: 17			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

16 THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 2017 (this "Agreement"), is made by and between TRUEVISION SYSTEMS, INC., a Delaware corporation formerly known as Micro Vision Systems, Inc. (the "Grantor"), in favor of AESCULAP IMPLANT SYSTEMS, LLC, a Delaware limited liability company (the "Lender").

BACKGROUND

A. The Lender has agreed to make a non-revolving credit facility available to the Grantor pursuant to the terms and subject to the conditions of that certain Convertible Note Purchase Agreement, dated as of the date hereof, between the Grantor and the Lender (as amended and in effect from time to time, the "Note Purchase Agreement").

B. The Note Purchase Agreement provides that the Grantor, in order to secure the Obligations (as defined in the Note Purchase Agreement), shall grant to the Lender, a perfected security interest in the Intellectual Property Collateral (as hereinafter defined), as hereinafter set forth.

C. Capitalized terms used but not defined herein shall have the meanings given them in the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and to induce the Lender to enter into the Note Purchase Agreement, the Grantor hereby agrees as follows:

SECTION 1. SECURITY FOR OBLIGATIONS.

(a) Security Interest in Patents. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Grantor hereby grants to the Lender a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its (i) now owned and hereafter acquired United States and foreign patents and (ii) patent and design patent applications and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto, and all proceeds thereof, in each case solely with respect to such items that are related in and to the Products and Product Applications (hereinafter collectively referred to as the "Product Patents"). All such unexpired patents and currently pending patent applications in which the Grantor has an ownership interest as of the date hereof are listed on Schedule "A". To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Grantor hereby further grants to the Lender a valid security interest, having priority over all other security interests, in all of the right, title and interest of the Grantor in and to all proceeds, income, royalties, damages and payments now or hereafter due and payable under or in respect of the Product Patents and in and to all rights during the term of this Agreement to sue, collect and retain damages and payments for past or future infringements of the Product Patents.

(b) Security Interest in Trademarks. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Grantor hereby grants to the Lender a valid security interest in all of its right,

title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application therefor), and all registrations and applications to register the same (other than applications based on intent to use where no affidavit of use has yet been filed), and all renewals thereof, and the goodwill of the business relating thereto, and all proceeds thereof, in each case solely with respect to such items that are related in and to the Products and Product Applications (hereinafter collectively referred to as the "Product Trademarks"). All such trademark registrations and currently pending trademark applications in which the Grantor has an ownership interest and all such foreign trademark registrations and all currently pending trademark applications in which the Grantor has an ownership interest, are listed on Schedule "B". To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Grantor hereby further grants to the Lender a valid security interest in all of its right, title and interest in and to (i) all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of the Product Trademarks, (ii) all rights during the term of this Agreement to sue, collect and retain for the Lender's benefit damages and payments for past or future infringements of the Product Trademarks and (iii) all rights under or ownership interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, except such license agreements for which consent is required from a third party to grant such security interest and which has not been obtained, copies of which license agreements will be furnished by the Grantor to the Lender upon the Lender's request.

(c) Security Interest in Copyrights. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Grantor hereby grants to Lender a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired copyrights, and all registrations and applications to register the same, all renewals thereof, any written agreement, naming the Grantor as licensor or licensee, granting any right under any copyright, any work which is or may be subject to copyright protection pursuant to Title 17 of the United States Code, and all physical things embodying such works (including, without limitation, copies thereof) created or otherwise used in the business of the Grantor, and all proceeds thereof, in each case solely with respect to such items that are related in and to the Products and Product Applications (hereinafter collectively referred to as the "Product Copyrights"). All such copyright registrations and currently pending copyright applications in which the Grantor has an ownership interest are listed on Schedule "C". To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Grantor hereby further grants to the Lender a valid security interest in all of its right, title and interest in and to all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of the Product Copyrights and in and to all rights during the term of this Agreement to sue, collect and retain for the Grantor's benefit damages and payments for past or future infringements of the Product Copyrights.

(d) Security Interest in Proprietary Information. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of

all of the Obligations, the Grantor hereby grants to the Lender a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired inventions, discoveries, trade secrets, improvements, processes, methods, formulae, applications, ideas, know-how, customer lists, corporate and other business records, license rights, advertising materials, operating manuals, sales literature, drawings, specifications, descriptions, name plates, catalogues, dealer contracts, supplier contracts, distributor agreements, confidential information, consulting agreements, engineering contracts, proprietary information, and goodwill (and all other assets which uniquely reflect such goodwill), and to all income, royalties, damages and payments now and hereafter due or payable therefor or in respect thereof and all proceeds thereof, in each case with respect to such items that are related in and to the Products and Product Applications (collectively, the "Proprietary Information") and, together with the Product Patents, the Product Trademarks, the Product Copyrights and all other assets described above, the "Intellectual Property Collateral").

SECTION 2. Representations, Warranties and Covenants of the Grantor.

(a) The Grantor is and will continue to be the owner or licensee of all of the Intellectual Property Collateral, free from any Lien in favor of any Person except for (i) the Lien granted under this Agreement, and (ii) with respect to any Intellectual Property Collateral as to which the Grantor is the licensee, except for any claims of the licensor thereof.

(b) None of the Intellectual Property Collateral is subject to any Lien in favor of any Person other than Lender, and, except as permitted by this Agreement, the Grantor agrees not to license, transfer, convey or otherwise encumber any interest in or to its Intellectual Property Collateral. Notwithstanding the foregoing, the Grantor shall be permitted to license (on a non-exclusive basis) any of its Intellectual Property Collateral in the ordinary course of business (i) to third parties for the sole purpose of manufacturing, marketing, advertising, distributing and/or selling goods and/or offering or providing services, and (ii) to third parties that do not manufacture, market, advertise, distribute, or sell goods or offer or provide services in the United States or to others for sale in the United States. Any license of the Intellectual Property Collateral granted by the Grantor after the effective date of the Note Purchase Agreement (each, a "License") shall be in writing and shall not prohibit the Grantor from assigning, transferring, selling, sublicensing or otherwise disposing of all or any of its right, title and interest thereunder to the Lender in accordance with Section 4 hereof.

(c) The Grantor has made no previous assignment, transfer or agreement in conflict herewith or constituting a present or future assignment, transfer, or encumbrance of any of its Intellectual Property Collateral.

(d) There is no financing statement or other document or instrument now signed or on file and in effect in any public office granting a Lien on or otherwise encumbering any part of the Intellectual Property Collateral, except (i) those showing Lender as secured party, and (ii) with respect to any Intellectual Property Collateral as to which the Grantor is the licensee, those showing any claims of the licensor thereof. So long as any Obligations remain outstanding, the Grantor will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements filed or to be filed in favor of the Lender and except for the grant of any license permitted hereunder.

(e) Subject to any limitation stated herein or in the Note Purchase Agreement or in the Schedules to the Note Purchase Agreement, all information furnished to the Lender concerning the Intellectual Property Collateral and the proceeds thereof is and will be accurate and correct in all material respects.

(f) All Intellectual Property Collateral consisting of applications for Product Patents and for registrations of Product Trademarks and Product Copyrights, has, to the knowledge of Grantor, been duly and properly filed and all Intellectual Property Collateral consisting of issued or granted Product Patents and of registrations of Product Trademarks and Product Copyrights (including, without limitation, any and all renewals, reissues, continuations or divisions thereof, as the case may be) has, to the knowledge of Grantor, been duly and properly maintained.

(g) During the term of this Agreement, to the extent the Lender shall reasonably request, the Grantor shall provide written notice to the Lender identifying: (i) all United States patent applications filed by it or patents issued to it or acquired by it during the prior calendar quarter or preceding period, as the case may be; (ii) all trademark applications filed by it or trademark registrations issued to it or acquired by it during the prior calendar quarter or preceding period, as the case may be; and (iii) all United States copyright applications filed by it or copyright registrations issued to it or acquired by it during the prior calendar quarter or preceding period. The Grantor authorizes the Lender to take all actions reasonably necessary or appropriate to perfect a security interest in such future Product Patents, Product Trademarks or Product Copyrights, including, without limitation, unilaterally amending Schedule A, B or C to include such future Product Patents, Product Trademarks or Product Copyrights, and the Lender agrees to promptly notify the Grantor after taking any such action, provided that the failure of the Lender to notify the Grantor shall not limit or otherwise affect any action taken by the Lender. The Grantor shall, at the Lender's request, execute and deliver to the Lender any documentation as may reasonably be required to perfect such security interest in such future Product Patents, Product Trademarks or Product Copyrights.

(h) The Grantor shall not take any action, or permit any action to be taken by others subject to the Grantor's control, including any licensees, or fail to take any action, or permit others subject to the Grantor's control to fail to take any action which would, in the case of any such actions or failures to act taken singly or together, adversely affect the validity, grant or enforceability of the security interest granted to the Lender herein.

(i) The Grantor shall (i) promptly notify the Lender, in writing, of any suit, action, proceeding, claim or counterclaim brought against the Grantor that could reasonably be expected to materially and adversely affect the Intellectual Property Collateral, (ii) on request, deliver to the Lender a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and (iii) keep the Lender duly advised in writing of the progress of any such suit.

(j) If requested by the Lender, the Grantor shall provide the Lender with a complete report in a form reasonably acceptable to the Lender with respect to its Intellectual Property Collateral and all licenses thereof granted by the Grantor. Upon request by the Lender, the Grantor shall deliver to the Lender copies of any such Intellectual Property Collateral and

other documents concerned with or related to the prosecution, protection, maintenance, enforcement and issuance of the Intellectual Property Collateral.

(k) The Grantor shall notify the Lender in writing at its address and in the manner set forth in Section 9.2 of the Note Purchase Agreement at least thirty (30) days prior to any proposed voluntary abandonment of any of its Intellectual Property Collateral and obtain the prior written consent of the Lender thereto (such consent not to be unreasonably withheld).

(l) During the term of this Agreement, the Grantor agrees:

(i) as and to the extent required by applicable law, whenever any of the registered Trademarks constituting Intellectual Property Collateral is used by or on behalf of the Grantor, to affix or cause to be affixed a notice that the mark is a registered trademark or service mark, which notice shall be in a form accepted or required by the trademark marking laws of each country in which the mark is so used and registered; and

(ii) whenever any of the underlying works covered by registered Product Copyrights constituting Intellectual Property Collateral is published or distributed by or on behalf of the Grantor, to affix or cause to be affixed a notice that such underlying works are so covered, which notice shall be in a form accepted or required by the copyright laws of such country in which such underlying works are so published or distributed and registered.

(m) Subject to the provisions of Section 4(f), all income, royalties, payments and damages due and payable to the Grantor under or in respect of the Intellectual Property Collateral shall be paid to the Grantor.

(n) The Grantor agrees, upon the reasonable request by Lender, during the term of this Agreement:

(i) to execute, acknowledge and deliver all additional instruments and documents reasonably necessary to effect the purposes and intents of this Agreement, in a form reasonably acceptable to counsel for the Lender; and

(ii) to do all such other acts as may be reasonably necessary to carry out the purposes and intents of this Agreement, and to create, evidence, perfect (except to the extent not perfectible pursuant to the laws of the relevant country, jurisdiction or territory) and continue the security interests of the Lender in the Intellectual Property Collateral.

Without limiting the generality of the foregoing, the Grantor:

(A) authorizes Lender, in the Lender's sole discretion, to modify this Agreement without first obtaining the Grantor's approval of or signature to such modification by amending Schedule A, B or C hereto to include a reference to any right, title or interest in any existing Product Patent, Product Trademark or Product Copyright acquired or developed by the Grantor after the execution hereof, or to delete any reference to any right, title or interest in any Product

Patent, Product Trademark or Product Copyright in which the Grantor no longer has or claims any right, title or interest; provided, however, that a copy of the modified Schedules shall be provided to the Grantor promptly upon any such amendment; and

(B) hereby authorizes the Lender, in the Lender's sole discretion, to file one or more financing or continuation statements or other notices of security interest, and amendments thereto, relative to all or any portion of the Intellectual Property Collateral without the signature of the Grantor where permitted by law.

(o) Grantor represents and warrants to the Lender that:

(i) The security interests granted to the Lender hereunder in United States patents, patent registrations and patent applications (the "U.S. Patents") and in United States trademarks, trademark registrations and trademark applications (the "U.S. Trademarks"), upon the filing of appropriate filings with the United States Patent and Trademark Office (the "PTO"), and the acknowledgment of such filings by the PTO and the filing of appropriate financing statements under the UCC, shall constitute first priority, perfected security interests in such U.S. Patents and U.S. Trademarks; provided, however, that recordation, filing or registration of such security interests may be required to perfect such security interest in U.S. Patents and U.S. Trademarks issued to or acquired by the Grantor after the date hereof;

(ii) The security interest granted to the Lender hereunder in the registered Copyrights and Copyright applications (the "U.S. Copyrights"), upon the filing of appropriate filings with the United States Copyright Office and the filing of appropriate financing statements under the UCC, shall constitute a first priority, perfected security interest in such U.S. Copyrights; provided, however, that recordation, filing or registration of such security interest may be required to perfect such security interest in U.S. Copyrights issued to or acquired by the Grantor after the date hereof; and

(iii) The security interest granted to the Lender hereunder in the Proprietary Information located in the United States, upon the filing of any appropriate filings with the PTO or the United States Copyright Office and the filing of appropriate financing statements under the UCC, shall constitute a first priority, perfected security interest in such Proprietary Information, but if and only to the extent that a first priority security interest can be created through such filings; provided, however, that recordation, filing or registration of such security interest may be required to perfect such security interest in the Proprietary Information acquired by the Grantor after the date hereof.

SECTION 3. Indemnity. The Grantor agrees to indemnify the Lender from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement and any actions taken pursuant to Section 4 or any failure to act thereunder), except for claims, losses or liabilities directly resulting from the gross negligence or willful misconduct of the Lender.

SECTION 4. Rights and Remedies Upon an Event of Default following Incremental Cure Period.

(a) If any Event of Default shall have occurred and be continuing, then and in every such case, following any applicable Incremental Cure Period, the Lender, in addition to the other rights and remedies provided for herein and any rights now or hereafter existing under applicable law, shall have all rights and remedies as a secured creditor under the UCC in all relevant jurisdictions and may:

(i) personally, or by agents or attorneys, immediately take possession of the Intellectual Property Collateral or any part thereof, from the Grantor or any other Person who then has possession of any part thereof, with or without notice or process of law, and for that purpose may enter upon the Grantor's premises where any of the Intellectual Property Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of the Grantor; and

(ii) sell, assign or otherwise dispose of, or direct the Grantor to sell, assign or otherwise dispose of, any or all of the Intellectual Property Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment or disposition.

(b) Any collateral repossessed by the Lender under or pursuant to Section 4(a) and any other Intellectual Property Collateral whether or not so repossessed by the Lender may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Lender may determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than ten (10) days' prior written notice to the Grantor. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than ten (10) days' prior written notice to the Grantor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the option of the Lender, be subject to reserve), after publication of notice of such auction not less than ten (10) days' prior written notice thereto in two newspapers in general circulation in the jurisdiction in which such auction is to be held. To the extent permitted by any such requirement of law, the Lender may bid for and become the purchaser of the Intellectual Property Collateral or any item thereof offered for sale in accordance with this Section without accountability to the Grantor (except to the extent of surplus money received). The Lender shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) The Lender shall have the right at any time to make any payments and do any other acts the Lender may deem reasonably necessary to protect its Lien on the Intellectual Property Collateral, including, without limitation, the rights to pay, purchase, contest or compromise any Lien which appears to be prior to or superior to the Lien granted hereunder, and appear in and defend any action or proceeding purporting to affect its security interests in, or the value of, the Intellectual Property Collateral. The Grantor hereby agrees to reimburse the Lender for all payments made and expenses incurred under this Section 4(c) including reasonable fees, expenses and disbursements of attorneys and paralegals acting for the Lender, including any of the foregoing payments under, or acts taken to protect its security interests in, the Intellectual Property Collateral, which amounts shall be secured under this Agreement, and agrees that it shall be bound by any payment made or act taken by the Lender for the benefit of the Lender hereunder absent the Lender's gross negligence or willful misconduct. The Lender shall have no obligation to make any of the foregoing payments or perform any of the foregoing acts.

(d) The Grantor hereby irrevocably authorizes and appoints the Lender, or any Person or agent the Lender may designate, as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, in the Lender's discretion, to, upon the occurrence and during the continuance of an Event of Default, and following any applicable Incremental Cure Period, take any action and to execute any instrument that the Lender may deem reasonably necessary to accomplish the purposes and intents of this Agreement and to exercise all of the following powers, which powers, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been indefeasibly paid and satisfied in full:

(i) ask for, demand, collect, bring suit, recover, compromise, administer, accelerate or extend the time of payment, issue credits, compromise, receive and give acquittance and receipts for money due and to become due under or in respect of any of the Intellectual Property Collateral;

(ii) receive, take, endorse, negotiate, sign, assign and deliver and collect any checks, notes, drafts or other instruments, documents and chattel paper, in connection with clause (i) above;

(iii) receive, open and dispose of all mail addressed to the Grantor and notify postal authorities to change the address for delivery thereof to such address as the Lender may designate;

(iv) give customers indebted on the Intellectual Property Collateral notice of the Lender's interest therein, instruct such customers to make payment directly to the Lender for the Grantor's account or request, at any time from customers indebted on the Intellectual Property Collateral, verification of information concerning the Intellectual Property Collateral and the amounts owing thereon;

(v) convey any item of Intellectual Property Collateral to any purchaser thereof;

(vi) record any instruments under Section 2(g);

(vii) make any payments or take any acts under Section 4(c); and

(viii) file any claims or take any action or institute any proceedings that the Lender may deem necessary for the collection of any of the Intellectual Property Collateral or otherwise to enforce the rights of the Lender with respect to any of the Intellectual Property Collateral.

The authority of the Lender under this Section shall include, without limitation, the authority to execute and give receipt for any certificate of ownership or any document, transfer title to any item of Intellectual Property Collateral, sign the Grantor's name on any documents necessary to preserve, protect or perfect the security interest in the Intellectual Property Collateral and to file the same, prepare, file and sign the Grantor's name on any notice of lien, assignment or satisfaction of lien or similar document in connection with any Intellectual Property Collateral and prepare, file and sign the Grantor's name on a proof of claim in bankruptcy or similar document against any obligor of the Grantor, and to take any other actions arising from or incident to the rights, powers and remedies granted to the Lender in this Agreement. This power of attorney is coupled with an interest and is irrevocable by the Grantor. The Lender shall use commercially reasonable efforts to provide notice to the Grantor prior to taking any action taken in the foregoing provisions, provided that failure to deliver such notice shall not limit the Lender's right to take such action or the validity of any such action.

(e) All cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property Collateral shall be applied by the Lender against the Obligations in such order as the Lender may determine.

(f) Upon the occurrence and during the continuance of an Event of Default, following any applicable Incremental Cure Period, all income, royalties, payments and damages under or in respect of the Intellectual Property Collateral, if any, received thereafter shall be held by the Grantor in trust for the benefit of the Lender, separate from the Grantor's own property or funds and immediately turned over to the Lender with proper assignments or endorsements. Upon the occurrence and during the continuance of an Event of Default, following any applicable Incremental Cure Period, the Lender shall have the right to notify payors of income, royalties, payments and damages under or in respect of the Intellectual Property Collateral to make payment directly to the Lender.

(g) Each and every right, power and remedy hereby specifically given to the Lender shall be in addition to every other right, power and remedy specifically given under this Agreement or under the other Loan Documents or now or hereafter existing at law or in equity, or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Lender. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of the exercise of one shall not be deemed a waiver of the right to exercise any other right, power or remedy. No delay or omission of the Lender in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or Event of Default or any acquiescence therein.

SECTION 5. Miscellaneous Provisions.

(a) Notices. All notices and other communications hereunder shall be in writing and given in the manner and at the address set forth in Section 9.2 of the Note Purchase Agreement.

(b) Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

(c) Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect, in that jurisdiction only, such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Agreement in any jurisdiction.

(d) Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Agreement and any consent to any departure by the Grantor from any provision of this Agreement shall not be effective unless the same shall be in writing and signed by the Grantor and Lender and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(e) Interpretation. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Note Purchase Agreement shall have the meaning set forth in the UCC, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Note Purchase Agreement and is not dealt with herein with more specificity, the Note Purchase Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

(f) Continuing Security Interest. This Agreement shall create a continuing Lien on the Intellectual Property Collateral and shall (i) remain in full force and effect until the indefeasible satisfaction in full of the Obligations, (ii) be binding upon the Grantor and its successors and assigns and (iii) inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), the Lender may, in accordance with the terms of the Note Purchase Agreement, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement to any other Person that is a permitted successor to the Lender under the Note Purchase Agreement, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Lender herein or otherwise, in each case as provided in the Note Purchase Agreement.

(g) Reinstatement. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated if at any time any amount received by the Lender in respect of the Obligations is rescinded or must otherwise be restored or returned by the Lender upon the occurrence or during the pendency of any bankruptcy, reorganization or other similar

proceeding applicable to the Grantor or any other Person, or upon or during the occurrence of any dissolution, liquidation or winding up of the Grantor or any other Person, all as though such payments had not been made.

(h) Survival of Provisions. All representations, warranties and covenants of the Grantor contained herein shall terminate only upon the full and final satisfaction of the Obligations.

(i) Lender May Perform. If the Grantor fails to perform any agreement contained herein, the Lender may itself perform, or cause performance of, such agreement, and the expenses of the Lender incurred in connection therewith shall be payable by the Grantor and shall constitute Obligations secured by this Agreement. The Lender agrees to notify the Grantor promptly after taking any action to perform or cause performance of the Grantor's obligations under this Agreement, provided that the failure to provide such notification shall not limit or otherwise affect any action taken or caused to be taken by the Lender.

(j) GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF DELAWARE (EXCEPT WITH RESPECT TO THE CONFLICTS OF LAW PROVISIONS), EXCEPT TO THE EXTENT THAT FEDERAL LAW IS APPLICABLE.

(k) Termination. This Agreement is entered into, and the grant of the security interests hereunder are made, for collateral purposes only. At such time as all of the Obligations have been indefeasibly satisfied in full, the Lender shall execute and deliver to the Grantor all documents reasonably necessary to terminate all of the security interests in the Intellectual Property Collateral granted to and/or possessed by the Lender.

(l) POWER OF ATTORNEY WAIVER. THE GRANTOR HEREBY ACKNOWLEDGES AND AGREES THAT THE GRANTOR'S REASONABLE EXPECTATION WITH RESPECT TO THE AUTHORIZATION GRANTED PURSUANT TO ANY POWER OF ATTORNEY HEREUNDER, IS THAT LENDER OR THEIR ATTORNEYS MAY SEEK TO FORECLOSE ON COLLATERAL AND TAKE ANY OTHER ACTIONS WITH RESPECT TO THE EXERCISE OF LENDER'S RIGHTS AND REMEDIES HEREUNDER. THE GRANTOR HEREBY REMISES, RELEASES, AND FOREVER DISCHARGES, AND WAIVES ALL CLAIMS, CAUSES OF ACTION AND ANY OTHER RIGHTS AGAINST, LENDER AND ITS OR THEIR RESPECTIVE PREDECESSORS, LEGAL REPRESENTATIVES, PAST AND PRESENT PARENT COMPANIES, SUBSIDIARIES, AGENTS, EMPLOYEES, SERVANTS, INSURERS, ATTORNEYS, OFFICERS, DIRECTORS, PARTNERS, MEMBER, STOCKHOLDERS, AFFILIATES, AFFILIATE COUNTERPARTIES, SUCCESSORS IN INTEREST, AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTIES") OF AND FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS LOSSES, PENALTIES, FINES, ACTIONS, JUDGEMENTS, SUITS, COSTS, CHARGES, EXPENSES AND DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER

INCLUDING ATTORNEYS' FEES, ARISING UNDER OR RELATING TO ANY DUTIES OF ANY AGENT; PROVIDED THAT THE GRANTOR SHALL BE LIABLE FOR ANY PORTION OF SUCH CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, FINES, ACTIONS, JUDGMENTS, SUITS, COSTS, CHARGES, EXPENSES AND DISBURSEMENTS RESULTING FROM ANY INDEMNIFIED PARTY'S GROSS (NOT MERE) NEGLIGENCE OR WILLFUL MISCONDUCT (AS DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL NON-APPEALABLE JUDGMENT).

[Intentionally left blank—signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

TRUEVISION SYSTEMS, INC.

By: 

Name: Forrest Fleming
Title: Chief Executive Officer

AGREED TO BY:

AESCULAP IMPLANT SYSTEMS

By: _____

Name: Charles A. DiNardo
Title: President

By: _____

Name: Keith Moser
Title: Treasurer

By: _____

Name: Larry D. Rubens
Title: Vice President, Sales and Marketing

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006012 FRAME: 0987

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

TRUEVISION SYSTEMS, INC.

By: _____
Name: Forrest Fleming
Title: Chief Executive Officer

AGREED TO BY:

AESCU LAP IMPLANT SYSTEMS

By: _____
Name: Charles A. DiNardo
Title: President

By: _____
Name: Keith Moser
Title: Treasurer

By: _____
Name: Larry D. Rubens
Title: Vice President, Sales and Marketing

Signature Page to Intellectual Property Security Agreement

Schedule A

Product Patents

Date of Approval	Approved Patent Number	Name of Patent	Status
12/25/2012	United States Patent No. 8,339,447	Stereoscopic Electronic Microscope Workstation	Active, owner TRUEVISION SYSTEMS, INC., no unreleased security interests, expires 9/21/2031
1/22/2013	United States Patent No. 8,358,330	Stereoscopic Electronic Microscope Workstation	Active, owner TRUEVISION SYSTEMS, INC., no unreleased security interests, expires 8/24/2031
Filed 2/27/2015	United States Application Serial No. 14/424,985	Imaging System and Methods Displaying a Fused Multidimensional Reconstructed Image	Issued as US9,552,660, active, owner TRUEVISION SYSTEMS, INC., no unreleased security interests, expires 3/4/2035

Schedule B

Trademarks

PTO Assigned Serial No.	Official Date of USPTO Filing	Name of Mark	Date of Registration by the USPTO	Approved Mark Number	Declaration Renewal Date *	Expiration Date *
87/118,945	07/28/2016	Digital Microscope Platform	February 7, 2017	5,139,248	February 7, 2026	February 7, 2027

Schedule C

Copyright Registrations

None

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