

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424400

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
4WEB, Inc.		04/14/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stevens Financial Group, LP		
<b>Street Address:</b>	11 Daniel Road East		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07004		
<b>Entity Type:</b>	Limited Partnership: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85318797	4-WEB	
<b>Registration Number:</b>	4199901	4WEB	
<b>Registration Number:</b>	4195632		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173454745		
<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>			
<b>Phone:</b>	212-297-2417		
<b>Email:</b>	rosterweil@daypitney.com		
<b>Correspondent Name:</b>	Ryan S. Osterweil / Day Pitney LLP		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	787784.000010		
<b>NAME OF SUBMITTER:</b>	Ryan S. Osterweil		
<b>SIGNATURE:</b>	/Ryan S. Osterweil/		
<b>DATE SIGNED:</b>	04/20/2017		
<b>Total Attachments: 11</b>			
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") dated as of April 14, 2017, is made between 4WEB, Inc., a Texas corporation ("Grantor"), and Stevens Financial Group, LP, a New Jersey limited partnership, as Administrative Agent for the Lenders (as defined below) (in such capacity, "Secured Party").

### Recitals

A. **Schedule A** hereto lists all registered patents and patent applications for patents in which the Grantor is the owner.

B. **Schedule B** hereto lists all registered trademarks and applications for trademarks in which Grantor is the owner.

C. Reference is made to that certain Loan and Security Agreement, dated as of April 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor and 4WEB EU, LLC, as Borrowers thereunder, the Lenders from time to time parties thereto (the "Lenders"), and Secured Party, as Administrative Agent for the Lenders.

D. Pursuant to the Loan Agreement, Grantor has granted to Secured Party a security interest in all of its assets for the benefit of the Lenders.

E. Secured Party has required that Grantor execute this Agreement to evidence the security interest granted to Secured Party in any patents, patent applications, trademarks or trademark applications and for recording with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the foregoing, Grantor hereby agrees as follows:

1. Definitions. Terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings given them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Event of Default" means (i) an Event of Default, as defined in the Loan Agreement or any other Financing Document, or (ii) any breach by Grantor of any of its obligations under this Agreement.

"Patents" means all of the Grantor's right, title and interest in and to (i) patents or applications for patents, (ii) fees or royalties with respect to each, (iii) the right to sue for past infringement and damages therefor, and (iv) licenses thereunder in which the Grantor is the licensor, all as presently existing or hereafter arising or acquired, including without limitation, the patents listed on **Schedule A** attached hereto.

"Security Interest" has the meaning given to such term in Section 2 hereof.

“Trademarks” means all of the Grantor’s right, title and interest in and to: trademarks, service marks, certification marks, collective membership marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications listed on **Schedule B** hereto (as such exhibit may be amended or supplemented from time to time), (ii) all renewals and extensions thereof, (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

2. Security Interest. In order to secure the Secured Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Loan Agreement, does hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Patents and Trademarks to secure payment of the Secured Obligations. This security interest is in any and all rights that may exist or hereafter arise under any patent or trademark law now or hereinafter in effect in the United States of America or in any other country.

3. Representations and Warranties. The Grantor represents, warrants, covenants and agrees as follows:

(a) Patents. **Schedule A** attached hereto lists all Patents owned or controlled by the Grantor free and clear of any Lien other than Permitted Encumbrances, as of the date hereof, or to which the Grantor has a right as of the date hereof to have assigned to it (other than as a licensee), and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Grantor owns, controls or has a right to have assigned to it any Patents not listed on **Schedule A** attached hereto, or if **Schedule A** attached hereto ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Grantor shall promptly provide written notice to Secured Party and will provide a replacement **Schedule A** if requested by Secured Party, which upon acceptance by Secured Party shall become part of this Agreement.

(b) Trademarks. **Schedule B** attached hereto lists all Trademarks owned or controlled by the Grantor and for which an application for registration has been filed with the U.S. Patent and Trademark Office free and clear of any Lien other than Permitted Encumbrances, as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that

**Schedule B** attached hereto need not list common law marks (i.e. Trademarks for which there are no applications or registrations) which are not material to the Grantor's business(es). If after the date hereof, the Grantor owns or controls any Trademarks not listed on **Schedule B** attached hereto (other than common law marks which are not material to the Grantor's business(es)), or if **Schedule B** attached hereto ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Grantor shall promptly provide written notice to Secured Party and if requested by Secured Party will provide a replacement **Schedule B**, which upon acceptance by Secured Party shall become part of this Agreement.

4. Protection of Patents and Trademarks. The Grantor covenants that it will at its own expense protect, defend and maintain the Patents and Trademarks to the extent reasonably advisable in its business as determined by the Grantor in its sole discretion, provided that if the Grantor fails to do so, Secured Party may (but shall have no obligation to) do so in the Grantor's name or in Secured Party's name, but at the Grantor's expense, and the Grantor shall reimburse Secured Party in full for all expenses, including reasonable attorney's fees incurred by Secured Party in protecting, defending and maintaining the Patents and the Trademarks. The Grantor further covenants that it will give notice to Secured Party sufficient to allow Secured Party to timely carry out the provisions of this Section 4.

5. Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, Secured Party may, at its option, exercise any one or more of the following remedies: (a) exercise all rights and remedies available under the UCC, or under any applicable law; (b) sell, assign, transfer, pledge, encumber or otherwise dispose of any Patent or Trademark; (c) enforce any Patent or Trademark, and any licenses thereunder; and (d) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Patents and the Trademarks, against the Grantor or against any other person or property. If Secured Party shall exercise any remedy under this Agreement, the Grantor shall, at the reasonable request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid thereof. For the purposes of this Section 5, upon the occurrence of an Event of Default and during the continuation thereof, the Grantor appoints Secured Party as its attorney with the right, but not the duty, to endorse the Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to (i) act in its own name or enforce or use the Patents or the Trademarks, (ii) grant or issue any exclusive or non-exclusive licenses under the Patents or the Trademarks to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Patent or Trademark. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done pursuant to the powers granted in this Section 5.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of Texas.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

**GRANTOR:**

4WEB, INC.

By: 

Name: Jesse Hunt

Title: President

**SECURED PARTY:**

STEVENS FINANCIAL GROUP, LP,  
as Administrative Agent

By: SFG MANAGEMENT, LLC

Its: General Partner

By: \_\_\_\_\_

Name:

Title:

**IN WITNESS WHEREOF**, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

**GRANTOR:**

4WEB, INC.

By: \_\_\_\_\_

Name:

Title:

**SECURED PARTY:**

STEVENS FINANCIAL GROUP, LP,  
as Administrative Agent

By: SFG MANAGEMENT, LLC  
Its: General Partner

By:  \_\_\_\_\_

Name: Michael R Stevens

Title: Member

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## Schedule A

### Patents

#### Patent Registrations/Applications

PATENT NUMBER/ APPLICATION SERIAL NUMBER	DESCRIPTION
US Serial No. 61/138,707 Filed: December 18, 2008	MICROTRUSS SPINAL CAGE
US Serial No. 12/640,825 Filed: December 17, 2009  US Pub. No.: 20100161061 Pub Date: June 24, 2010  <b>U.S. Patent No. 8,430,930</b> <b>Issued: April 30, 2013</b>	TRUSS IMPLANT
PCT Appl. No.: PCT/US2009/068512 Filed: December 17, 2009  PCT Pub. No.: WO 2010/080511 Pub. Date: July 15, 2010	TRUSS IMPLANT
US Serial No.: 12/960,092 Filed: December 3, 2010  US Pub. No.: 20110196495 Pub Date: August 11, 2011  <b>US Patent No.: 9,421,108</b> <b>Issue Date: August 23, 2016</b>	IMPLANT SYSTEM AND METHOD
US Serial No.: 14/743,555 Filed: June 18, 2015  US Publ. No.: 20150282945 Publ. Date: October 8, 2015	IMPLANT DEVICE HAVING A NON-PLANAR SURFACE



PATENT NUMBER/ APPLICATION SERIAL NUMBER	DESCRIPTION
US Serial No.: 14/743,579 Filed: June 18, 2015  US Publ. No.: 20150282933 Publ. Date: October 8, 2015  <b>U.S. Patent No. 9,545,317</b> <b>Issue Date: January 17, 2017</b>	IMPLANT INTERFACE SYSTEM AND DEVICE
US Serial No.: 14/743,607 Filed: June 18, 2015  US Publ. No.: 2015-0282946 Publ. Date: October 8, 2015	IMPLANT DEVICE HAVING CURVED OR ARCED STRUTS
US Serial No.: 12/818,508 Filed: June 18, 2010  US Pub. No.: 20110313532 Pub. Date: December 22, 2011	BONE LOAD TRANSFER INTERFACE
PCT Appl. No.: PCT/US2011/040117 Filed: June 13, 2011  PCT Pub. No.: WO 2011/159587 Pub. Date: December 22, 2011	BONE IMPLANT INTERFACE SYSTEM AND METHOD
US Serial No. 13/805,231 Filed December 18, 2012  US Pub. No.: 20130158672 Pub. Date: June 20, 2013.	BONE LOAD TRANSFER INTERFACE
US Serial No.: 13/194,561 Filed: July 29, 2011  US Pub. No.: US-20130030529 Pub. Date: January 31, 2013	IMPLANT INTERFACE SYSTEM AND METHOD
PCT Appl. No.: PCT/US2012/048300 Filed: July 26, 2012  PCT Pub. No.: WO 2013/019543 Pub. Date: February 7, 2013	IMPLANT INTERFACE SYSTEM AND METHOD
US Serial No. 61/505,425 Filed: July 7, 2011	FOOT AND ANKLE IMPLANT SYSTEM AND METHOD

PATENT NUMBER/ APPLICATION SERIAL NUMBER	DESCRIPTION
PCT Appl. No.: PCT/US2012/45717 Filed: July 6, 2012  PCT Pub. No.: WO 2013/006778 Pub. Date: January 10, 2013	FOOT AND ANKLE IMPLANT SYSTEM AND METHOD
US Serial No.: 61/555,360 Filed: November 3, 2011	METHOD OF LENGTH PRESERVATION DURING BONE REPAIR
US Serial No.: 13/668,968 Filed November 5, 2012  US Pub. No.: 20130123935 Pub. Date: May 16, 2013	METHOD OF LENGTH PRESERVATION DURING BONE REPAIR
PCT Appl. No.: PCT/US2012/063600 Filed: November 5, 2012  PCT Pub. No.: WO 2013/067528 Pub. Date: May 10, 2013	METHOD OF LENGTH PRESERVATION DURING BONE REPAIR
US Serial No. 61/596,472 Filed: February 8, 2012	PROSTHETIC IMPLANT FOR BALL AND SOCKET JOINTS AND METHOD OF USE
US Serial No. 13/762,825 Filed: February 8, 2013  US Pub. No.: 20130218282 Pub. Date: August 22, 2013	PROSTHETIC IMPLANT FOR BALL AND SOCKET JOINTS AND METHOD OF USE
PCT Appl. No.: PCT/US2013/025281 Filed: February 8, 2013  PCT Pub. No.: WO 2013/119907 Pub. Date: August 15, 2013	PROSTHETIC IMPLANT FOR BALL AND SOCKET JOINTS AND METHOD OF USE
US Serial No.: 61/705,403 Filed: September 24, 2012	TRUSS IMPLANT HAVING ENHANCED BMP PRODUCTION
US Serial No.: 14/036,974 Filed: September 25, 2013  US Pub. No.: 20140121776 Pub. Date: May 1, 2014  <b>U.S. Patent No. 9,271,845</b> <b>Issued: March 1, 2016</b>	PROGRAMMABLE IMPLANTS AND METHODS OF USING PROGRAMMABLE IMPLANTS TO REPAIR BONE STRUCTURES

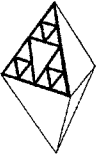
PATENT NUMBER/ APPLICATION SERIAL NUMBER	DESCRIPTION
PCT Appl. No.: PCT/US2013/061725 Filed: September 25, 2013  PCT Pub. No.: WO 2014/052477 Pub. Date: April 3, 2014	PROGRAMMABLE IMPLANTS AND METHODS OF USING PROGRAMMABLE IMPLANTS TO REPAIR BONE STRUCTURES
US Serial No.: 15/057,182 Filed: March 1, 2016  US Pub. No.: 20160287388 Pub Date: October 6, 2016	PROGRAMMABLE IMPLANT HAVING STRUTS WITH DIFFERENT PHYSICAL PROPERTIES
US Serial No.: 15/057,190 Filed: March 1, 2016  US Pub. No.: 201600287404 Pub Date: October 6, 2016  <b>U.S. Patent No. 9,549,823</b> <b>Issued: January 24, 2017</b>	PROGRAMMABLE IMPLANT HAVING CURVED OR ARCED STRUTS
US Serial No.: 15/057,192 Filed: March 1, 2016  US Pub. No.: 201600287389 Pub Date: October 6, 2016  <b>U.S. Patent No.: 9,572,669</b> <b>Issued: February 21, 2017</b>	PROGRAMMABLE IMPLANT HAVING AN ANGLED EXTERIOR SURFACE
US Serial No.: 15/057,195 Filed: March 1, 2016  US Pub. No.: 20160287405 Pub Date: October 6, 2016	PROGRAMMABLE IMPLANT HAVING A NON-PLANAR OUTER SURFACE
US Serial No.: 61/717,832 Filed: October 24, 2012	HAND AND WRIST IMPLANT SYSTEM AND METHOD
US Serial No.: 61/801,524 Filed: March 15, 2013	TRAUMATIC BONE FRACTURE REPAIR SYSTEMS AND METHODS
US Serial No.: 61/801,597 Filed: March 15, 2013	PROGRAMMABLE IMPLANTS AND METHODS OF USING PROGRAMMABLE IMPLANTS TO REPAIR BONE STRUCTURES
US Serial No.: 61/801,666 Filed: March 15, 2013	MOTION PRESERVATION IMPLANT AND METHODS

PATENT NUMBER/ APPLICATION SERIAL NUMBER	DESCRIPTION
U.S. Serial No. 14/215,961 Filed: March 17, 2014  US Pub. No.: 20140288649 Pub. Date: September 25, 2014	TRAUMATIC BONE FRACTURE REPAIR SYSTEMS AND METHODS
PCT Appl. No.: PCT/US2014/030319 Filed: March 17, 2014  PCT Pub. No.: WO 2014/052477 Pub. Date: April 3, 2014	TRAUMATIC BONE FRACTURE REPAIR SYSTEMS AND METHODS
U.S. Serial No. 14/216,087 Filed: March 17, 2014  US Pub. No.: 20140288650 Pub. Date: September 25, 2014	MOTION PRESERVATION IMPLANT AND METHODS
PCT Appl. No.: PCT/US2014/030358 Filed: March 17, 2014  PCT Pub. No.: WO 2014/145567 Pub. Date: September 18, 2014	MOTION PRESERVATION IMPLANT AND METHODS

**Schedule B**

**Trademarks**

**Trademark Registrations/Applications**

TRADEMARK	CLASS(ES) AND GOODS/SERVICES	REGISTRATION NO. & DATE (SERIAL NO. & FILING DATE)
4-WEB	010: Medical devices, namely, delivery tools and implants comprising artificial material for use in orthopedic surgery; delivery tools and implants comprising artificial material for use in spinal surgery in class 10.	(85/318,797 May 12, 2011)
4WEB	010: Medical devices, namely, delivery tools and implants comprising artificial material for use in orthopedic surgery; delivery tools and implants comprising artificial material for use in spinal surgery in class 10.	4,199,901 August 28, 2012  (85/392,276 August 8, 2011)
Design 	010: Medical devices, namely, delivery tools and implants comprising artificial material for use in orthopedic surgery; delivery tools and implants comprising artificial material for use in spinal surgery in class 10.	4,195,632 August 21, 2012  (85/318,799 May 12, 2011)