

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conventus Orthopaedics, Inc.		04/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Loan Operations		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86534180	DR CAGE	
Serial Number:	86534174	PH CAGE	
Serial Number:	86534167	CAGE DR	
Serial Number:	86534128	CAGE PH	
Serial Number:	86534204	CONVENTUS CAGE	
Serial Number:	86534215	METALGRAFT	
Serial Number:	86119717	CONVENTUS DRS	
Serial Number:	85645436	CONVENTUS DRS	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	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		
NAME OF SUBMITTER:	Matt Schwartz		

CH \$215.00 86534180

SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	05/02/2017
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the April 21, 2017 by and between WESTERN ALLIANCE BANK, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and CONVENTUS ORTHOPAEDICS, INC. ("Grantor").

RECITALS

A. Lenders have 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 Collateral Agent, the Lenders and Grantor dated the June 15, 2016 (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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, 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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

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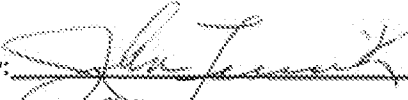
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CONVENTUS ORTHOPAEDICS, INC.

10200 73rd Avenue North, Suite 122
Maple Grove, MN 55369
Attn: Chief Financial Officer

By: 
Title: CFO

COLLATERAL AGENT:

Address of Lender:

WESTERN ALLIANCE BANK

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Loan Operations

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:

Address of Grantor:

CONVENTUS ORTHOPAEDICS, INC.

10200 73rd Avenue North, Suite 122
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Attn: Chief Financial Officer

By: _____

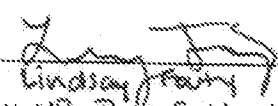
Title: _____

Address of Lender:

COLLATERAL AGENT:

WESTERN ALLIANCE BANK

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Loan Operations

By:  _____

Title: VP, Portfolio Management

[Signature Page to Intellectual Property Security Agreement]

WEST275569026

TRADEMARK
REEL: 006047 FRAME: 0180

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Apparatus and methods for fracture repair	8287538	10/16/12
Apparatus and methods for securing a bone implant	8906022	12/9/14
Apparatus and methods for bone access and cavity preparation	8961518	2/24/15
Apparatus and methods for bone repair preparation	9498370	11/22/16
Rotary-rigid orthopaedic rod	13005654	1/13/11
Apparatus and methods for bone repair	13043330	3/8/11
Apparatus and methods for fracture repair	13625680	9/24/12
Tissue displacement tools and methods	14568301	12/12/14

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
DR CAGE	86534180	2/13/15
PH CAGE	86534174	2/13/15
CAGE DR	86534167	2/13/15
CAGE PH	86534128	2/13/15
CONVENTUS CAGE	86534204	2/13/15
METALGRAFT	86534215	2/13/15
CONVENTUS DRS	86119717	11/15/13
CONVENTUS DRS	85645436	6/7/12