

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Revolver)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Augmenix, Inc.		07/18/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as agent		
Street Address:	7255 WOODMONT AVENUE, SUITE 200		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4132257	SPACEOAR	
Registration Number:	4132258	AUGMENIX	
Registration Number:	4218344	SPACE OAR	
Registration Number:	4366065	TRACEIT	
Registration Number:	5142371	A LITTLE SPACE MAKES A BIG DIFFERENCE	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	+1 703 610 6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	07/19/2017		

CH \$140.00 4132257

Total Attachments: 14

source=IP Security Agreement (Revolving)#page1.tif
source=IP Security Agreement (Revolving)#page2.tif
source=IP Security Agreement (Revolving)#page3.tif
source=IP Security Agreement (Revolving)#page4.tif
source=IP Security Agreement (Revolving)#page5.tif
source=IP Security Agreement (Revolving)#page6.tif
source=IP Security Agreement (Revolving)#page7.tif
source=IP Security Agreement (Revolving)#page8.tif
source=IP Security Agreement (Revolving)#page9.tif
source=IP Security Agreement (Revolving)#page10.tif
source=IP Security Agreement (Revolving)#page11.tif
source=IP Security Agreement (Revolving)#page12.tif
source=IP Security Agreement (Revolving)#page13.tif
source=IP Security Agreement (Revolving)#page14.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT (REVOLVING LOAN)

This Intellectual Property Security Agreement is entered into as of the 18 day of July, 2017 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“Agent”) and **AUGMENIX, INC.**, a Delaware corporation (“Augmenix”, and Augmenix together with any other Person that joins this agreement as a Grantor, each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “Credit Extensions”) in the amounts and manner set forth in that certain Credit and Security Agreement (Revolving Loan), by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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, as such Exhibit may be amended, modified or supplemented from time to time (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 such 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, as such Exhibit may be amended, modified or supplemented from time to time (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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (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, as such Exhibit may be amended, modified or supplemented from time to time (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.


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

[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:

AUGMENIX, INC.

By:  (SEAL)

Name: John Pedersen

Title: CEO & President

Address:

201 Burlington Rd
Bedford, MA 01730

Attn: _____

Facsimile: 781-895-3236

E-Mail: JPedersen@augmenix.com

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  (SEAL)
Name: Maurice Amselem
Title: Authorized Signatory

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Patents

Item No.	Matter	Inventors	Serial No. (Filing Date) Published No. (Published Date) Pat. No. (Issue Date)	Status
04-US-01	Biocompatible Crosslinked Polymers	Peter Edelman, Chandrashekhkar Pathak Amarpreet Sawhney	09/454,900 (12-03-1999) 6,566,406 (05-20-2003)	Expires: 12-4-2019
04-US-05	Biocompatible Polymers And Hydrogels And Methods Of Use	Peter Edelman, Chandrashekhkar Pathak, Amarpreet Sawhney	11/985,588 (11-16-2007) 2008/0095736 (04-24-2008) 8,535,705 (09-17-2013)	Expiration: 8-3-2024
04-WO-CA	Biocompatible Crosslinked Polymers	Peter Edelman, Chandrashekhkar Pathak, Amarpreet Sawhney	2,353,642 (11-10-2009) 2,353,642 (12-03-1999)	Expiration: 12-3-2019
07-US-02	Crosslinking Agents And Methods And Uses Therefore	Chandrashekhkar Pathak	10/068,807 (02-05-2002) 6,887,974 (05-03-2005)	Expiration: 11-17-2018
09-US-01	Methods And Apparatus For Intraluminal Deposition Of Hydrogels	Amarpreet Sawhney	09/133,950 (08-13-1998) 6,152,943 (11-29-2000)	Expiration: 08-14-2018
09-US-02	Methods And Apparatus For Intraluminal Deposition Of Hydrogels	Amarpreet Sawhney John Spiridigliozzi	09/390,046 (09-03-1999) 6,379,373 (4-30-2002)	Expiration: 08-14-2018
09-US-03	Methods And Apparatus For Intraluminal Deposition Of Hydrogels	Amarpreet Sawhney John Spiridigliozzi	09/990,883 (11-21-2001) 6,689,148 (02-10-2004)	Expiration: 02-9-2019
09-US-04	Methods And Apparatus For Intraluminal Deposition Of Hydrogels	Amarpreet Sawhney John Spiridigliozzi	10/756,181 (01-13-2004) 2005/0080445 (04-14-2005) 7,220,270 (05-22-2007)	Expiration: 08-12-2019
09-US-05	In Situ Materials Formation (Con Of The -US-04)	Amarpreet Sawhney John Spiridigliozzi	11/787,162 (04-13-2007) 2007/0288052 (12-13-2007) 7,914,541 (03-29-2011)	Expiration: 9-2-2026
09-US-06	In Situ Materials Formation	Amarpreet Sawhney John Spiridigliozzi	12/004,789 (12-21-2007) 2008/0132936 (06-05-2008) 7,776,063 (08-17-2010)	Expiration: 08-20-2020
09-WO-CA	Methods And Apparatus For Intraluminal Deposition Of Hydrogels	Amarpreet Sawhney John Spiridigliozzi	2,339,846 (08-13-1999) 2,339,846 (10-20-2009)	Expiration: 08-13-2019.

Item No.	Matter	Inventors	Serial No. (Filing Date) Published No. (Published Date) Pat. No. (Issue Date)	Status
09-WO-EP	Methods And Apparatus For Intraluminal Deposition Of Hydrogels	Amarpreet Sawhney	99 94 2190.2 (08-13-1999) 1105180 (06-13-2001) 1105180 (04-15-2009)	Expiration: 08-13-2019.
09-WO-JP	Methods And Apparatus For Intraluminal Deposition Of Hydrogels	Amarpreet Sawhney	2000-564691 (02-13-2001) 4262891 (02-20-2009)	Expiration: 08-13-2019
18-US-01	Protein Crosslinkers, Crosslinking Methods And Applications Thereof	Chandrasekhar Pathak	60/794,384 (04-24-2006)	Perfected
18-US-02	Protein Crosslinkers, Crosslinking Methods And Applications Thereof	Chandrasekhar Pathak Amarpreet Sawhney James Dreher	11/789,459 (04-24-2007) 2007/0248567 (10-25-2009) 7,597,882 (10-06-2009)	Expiration: 04-24-2027
18-US-03	Crosslinking Methods And Applications Thereof	Chandrasekhar Pathak Amarpreet Sawhney James Dreher	12/546,231 (08-24-2009) 2009/0311338 (12-17-2009) 9,498,557 (11-22-2016)	Expiration: 05-30-2032
18-WO-01	Protein Crosslinkers, Crosslinking Methods And Applications Thereof	Amarpreet S. Sawhney Chandrashekhar Pathak James H. Dreher	PCT/US2007/009934 (04-24-2007)	National phase entered.
18-WO-AU	Protein Crosslinkers, Crosslinking Methods And Applications Thereof	Amarpreet S. Sawhney Chandrashekhar Pathak James H. Dreher	2007243483 (04-24-2007) 2007243483 (11-08-2012)	Expiration: 04-24-2027
18-WO-CA	Protein Crosslinkers, Crosslinking Methods And Applications Thereof	Amarpreet S. Sawhney Chandrashekhar Pathak James H. Dreher	2,650,473 (04-24-2007) 2,650,473 (06-18-2013)	Expiration: 4-24-2027
18-WO-EP	Protein Crosslinkers, Crosslinking Methods And Applications Thereof	Amarpreet S. Sawhney Chandrashekhar Pathak James H. Dreher	07755963.1 (04-24-2007) 2023941 (02-18-2009) 2023941 (12-21-2016)	Expiration: 4-24-2027.
32-US-01	Fillers And Methods For Displacing Tissues To Improve Radiological Outcomes	William R. Noyes, M.D.	10/602,526 (06-24-2003) 7,744,913 (06-29-2010)	Expiration: 3-27-2026
32-US-02	Fillers And Methods For Displacing Tissues To Improve Radiological Outcomes	William R. Noyes, M.D.	12/651,502 (01-04-2010) 2010/0160711 (06-24-2010) 8,257,723 (09-04-2012)	Expiration: 5-17-2024

Item No.	Matter	Inventors	Serial No. (Filing Date) <i>Published No.</i> (<i>Published Date</i>) Pat. No. (Issue Date)	Status
38-US-01	Implants For Stabilizing Sites Of Surgically Removed Tissues	Patrick Campbell Amarpreet Sawhney	61/286,450 (12-15-2009)	Perfected
38-US-02	Radiopaque Covalently Crosslinked Hydrogel Particle Implants	Patrick Campbell Amarpreet Sawhney	12/968,527 (12-15-2010) 2011/0142936 (06-16-2011) 8,383,161 (02-26-2013)	Expiration: 04-26-2031
38-US-03	Implants And Biodegradable Fiducial Markers	Patrick Campbell Amarpreet Sawhney	13/750,570 (01-25-2013) 2014/0056816 (02-27-2014) 8,852,646 (10-07-2014)	Expiration: 01-08-2031
38-US-04	Implants And Biodegradable Fiducial Markers	Patrick Campbell Amarpreet Sawhney	14/465,202 (08-21-2014) 2014/0363382 (12-11-2014) 9,308,283 (04-12-2016)	Expiration: 12-15-2030
38-US-05	Implants And Biodegradable Fiducial Markers	Patrick Campbell Amarpreet Sawhney	15/066,707 (03/10/2016) 2016/0193368 (07/07/2016) 9,669,117 (06-06-2017)	Expiration: 12-15-2030
38-US-06	Implants And Biodegradable Tissue Markers	Patrick Campbell Amarpreet Sawhney	15/613,555 (06/05/2017)	Pending
38-WO-01	Implants And Biodegradable Fiducial Markers	Patrick Campbell Amarpreet Sawhney	PCT/US2010/060474 (12-15-2010) 2011/084465 (07-14-2011)	National Phase entered.
38-WO-AU	Implants And Biodegradable Fiducial Markers	Patrick Campbell Amarpreet Sawhney	2010340067 (12-15-2010) 2010340067 (07-02-2015)	Expiration: 12-15-2030
38-WO-CA	Implants And Biodegradable Fiducial Markers	Patrick Campbell Amarpreet Sawhney	2,782,899 (12-15-2010)	In prosecution
38-WO-CN	Implants And Biodegradable Fiducial Markers	Patrick Campbell Amarpreet Sawhney	201080063960.2 (12-15-2010) CN102844054 A (12-26-2012) ZL201080063960.2 (4-20-2016)	Expiration: 12-15-2030
38-WO-EP	Implants And Biodegradable Fiducial Markers	Patrick Campbell Amarpreet Sawhney	10842525.7 (12-15-2010) 2512540 (10-24-2012)	In prosecution
38-WO-IN	Implants And Biodegradable Fiducial Markers	Patrick Campbell Amarpreet Sawhney	5177/DELNP/2012 (12-15-2010)	Pending

Item No.	Matter	Inventors	Serial No. (Filing Date) <i>Published No.</i> (<i>Published Date</i>) Pat. No. (Issue Date)	Status
38-WO-JP	Implants And Biodegradable Fiducial Markers	Patrick Campbell Amarpreet Sawhney	2012-544750 (12-15-2010) 5820815 (10-09-2015)	Expiration: 12-15-2030

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Trademarks

File No.	Matter	Registration No. (Issue Date)	Class(es)	Status
5032.02-US-01	Mark: SPACEOAR	4,132,257 (4/24/2012)	10	Registered in United States
5032.02-WO-01	Mark: SPACEOAR	1036244 (5/6/2010)	5, 10	Registered = European Union (EM), Switzerland (CH), Turkey (TR), S. Korea (KR), Japan (JP) and China (CN) designated.
5032.02-CA-02	Mark: SPACEOAR	TMA912,065 (8/21/2015)	10	Registered in Canada
5032.03-US-01*	TM: AUGMENIX	4,132,258 (4/24/2012)	10	Registered in United States
5032.03-WO-01*	TM: AUGMENIX	1034563 (4/22/2010)	5, 10	Registered = European Union (EM), Switzerland, Turkey (TR), S. Korea, and China.
5032.03-CA-02*	TM: AUGMENIX	TMA912,009 (8/21/2015)	10	Registered in Canada
5032.05-US-01	TM: SPACEOAR (logo)	4,218,344 (10/2/2012)	10	Registered in United States
5032.10-AU-01	TM: TRACEIT	1725538 (6/3/2016)	10	Registered in Australia
5032.10-US-01	TM: TRACEIT	4,366,065 (7/9/2013)	10	Registered in United States
5032.10-WO-01	TM: TRACEIT	1186825 (12/26/2013)	10	Registered in European Union (EM).
5032.12-US-01	TM: A LITTLE SPACE MAKES A BIG DIFFERENCE	5,142,371 (2/14/2017)	10, 5	Registered in United States
5032.12-WO-01	TM: A LITTLE SPACE MAKES A BIG DIFFERENCE	1278585 (10/9/2015)	10, 5	Registered in Australia, European Union (EM), Japan

*Subject to a coexistence agreement with BioMimetic Therapeutics, Inc. in regards to "AUGMENTIX" mark and/or AUGMENT.

Class 5 includes mainly pharmaceuticals and other preparations for medical or veterinary purposes.

Class 10 includes mainly surgical, medical, dental and veterinary apparatus, instruments and articles generally used for the diagnosis, treatment or improvement of function or

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.