

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437601

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900411529

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OSSEON THERAPEUTICS, INC.		01/29/2014	Corporation: CALIFORNIA
J. & P. O'DONNELL REVOCABLE TRUST, DATED OCTOBER 30, 1982		01/29/2014	Trust: CALIFORNIA

RECEIVING PARTY DATA

Name:	SQUADRON NEWCO LLC
Street Address:	18 Hartford Avenue
City:	Grandby
State/Country:	CONNECTICUT
Postal Code:	06035
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3796184	OSSEON
Registration Number:	3772290	OSSEOFLEX
Registration Number:	4053335	OSSEOPLASTY
Registration Number:	3768156	OSSEOPERM
Registration Number:	4053694	OSSEOFLEX DR
Registration Number:	3879888	OSSEON
Registration Number:	3879891	OSSEOFLEX

CORRESPONDENCE DATA

Fax Number: 3122076400

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.

Phone: 312-207-1000

Email: ipdocket-chi@reedsmith.com

Correspondent Name: Joel Schaider

Address Line 1: 10 South Wacker Drive

Address Line 2: Reed Smith, LLP

TRADEMARK

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Joel Schaider

SIGNATURE: /Joel Schaider/

DATE SIGNED: 08/02/2017

Total Attachments: 6

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This **ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS** (the "Assignment") is made and effective as of January 29, 2014 and is granted by and among **OSSEON THERAPEUTICS, INC.**, a California corporation ("Grantor") and **J. & P. O'DONNELL REVOCABLE TRUST, DATED OCTOBER 30, 1982**, as the predecessor lender ("Assignor") for the benefit of **SQUADRON NEWCO LLC**, a Delaware limited liability company ("Assignee/Grantee").

WHEREAS, Grantor owns all right, title and interest in and to the Pledged Collateral (as such term is herein defined);

WHEREAS, pursuant to a Loan and Security Agreement, dated as of October 7, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), between Grantor and Venture Lending & Leasing VI, Inc., a Maryland corporation ("VLL VI"), VLL VI, as the lender, agreed to provide certain financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered an Intellectual Property Security Agreement, dated as of October 7, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "IP Security Agreement") in favor of VLL VI, pursuant to which Grantor granted to VLL VI, a first lien upon and security interest in, among other things, Grantor's respective right, title and interest in and to the following property of Grantor, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the IP Security Agreement) (collectively, the "Pledged Collateral");

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and other general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country to any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Schedule A attached here (collectively, the "Trademarks")

(b) any and all claims for damages by way of past, present and future infringement 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;

(c) all licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) all amendments, renewals and extensions of the Trademarks; and

(e) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty in respect of any of the foregoing.

Notwithstanding the foregoing term "Pledged Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interests in such "intent-to-use" trademarks would effect Grantor's rights to use such trademarks under applicable law; and (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Section 9-401(a) or 9-408(a) of the UCC, as applicable and then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity);

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office at Reel 4640 Frame 0183 on October 12, 2011;

WHEREAS, pursuant to that certain Assignment and Assumption of Loan Documents, dated as of March 30, 2012, between the VLL VI and the Assignor, VLL VI agreed to assign to Assignor, all right, title and interest of Assignor in and to the Pledged Collateral; and


WHEREAS, pursuant to that certain Assignment of Loan Documents, dated as of January 29, 2014, by the Assignor in favor of the Assignee/Grantee (the "Assignment Agreement"), Assignor agreed to assign to Assignee/Grantee, all right, title and interest of Assignor in and to the Pledged Collateral (collectively, the "Assigned Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee/Grantee, its successors and assigns, all of its right, title and interest throughout the world in perpetuity in and to the Assigned Interest, the same to be held and enjoyed by Assignee/Grantee, their successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee/Grantee in this regard as set forth in the Assignment Agreement to confirm and perfect title in and to the Assigned Interest in Assignee/Grantee, their successors, assigns, or other legal representatives.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

J. & P. O'DONNELL REVOCABLE TRUST,
DATED OCTOBER 30, 1982

By: 
 Name: JOHN P. O'DONNELL
 Title: TRUSTEE

Signature Page to Assignment of Security Interest in Trademarks

ACKNOWLEDGED, AGREED AND
CONSENT GIVEN:

OSSEON THERAPEUTICS, INC.,
a California corporation

By: _____

Name: Ronald Clough

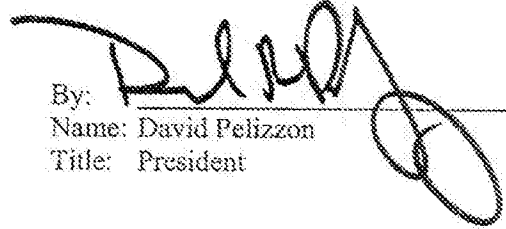
Title: Chief Executive Officer

Signature Page to Assignment of Security Interest in Trademarks

TRADEMARK
REEL: 006119 FRAME: 0884

ACKNOWLEDGED, AGREED:

SQUADRON NEWCO LLC

By: 
Name: David Pelizzon
Title: President

Signature Page to Assignment of Security Interest in Trademarks

TRADEMARK
REEL: 006119 FRAME: 0885

SCHEDULE A

<u>Trademark</u>	<u>Reg. No.</u>	<u>Filing Date</u>
OSSEON	3796184	January 25, 2008
OSSEOFLEX	3772290	March 18, 2008
OSSEOPLASTY	4053335	January 25, 2008
OSSEOPERM	3768156	March 18, 2008
OSSEOFLEX DR	4053694	April 14, 2010
OSSEON	3879888	April 14, 2010
OSSEOFLEX	3879891	April 14, 2010