

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Checkpoint Surgical, Inc.		11/19/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Director of the Ohio Development Services Agency		
Street Address:	77th South High Street, 29th Floor		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3254182	CHECKPOINT	
Registration Number:	3986588	CHECKPOINT	
Registration Number:	3986589	CHECKPOINT SURGICAL	
Registration Number:	3986590	CHECKPOINT SURGICAL	
Registration Number:	5027715	CHECKPOINT HEAD & NECK	
CORRESPONDENCE DATA			
Fax Number:	8885029720		
<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:	2166960808		
Email:	kmmiley@wilkersonlpa.com		
Correspondent Name:	Kathryn Miley		
Address Line 1:	24100 Chagrin Blvd., Suite 200		
Address Line 4:	Cleveland, OHIO 44122		
NAME OF SUBMITTER:	Kathryn Miley		
SIGNATURE:	/Kathryn Miley/		
DATE SIGNED:	12/21/2017		
Total Attachments: 8			
source=checkpoint surgical#page1.tif			

OP \$140.00 3254182

source=checkpoint surgical#page2.tif
source=checkpoint surgical#page3.tif
source=checkpoint surgical#page4.tif
source=checkpoint surgical#page5.tif
source=checkpoint surgical#page6.tif
source=checkpoint surgical#page7.tif
source=checkpoint surgical#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*IP Security Agreement*"), effective November 19, 2015, is made by CHECKPOINT SURGICAL, INC., a Delaware corporation (the "*Borrower*"), in favor of THE DIRECTOR OF THE OHIO DEVELOPMENT SERVICES AGENCY (the "*Director*").

Background Information

As a condition precedent to the making of a loan by the Director under the Loan Agreement dated as of July 31, 2014 (the "*Loan Agreement*") between the Checkpoint Surgical, LLC, an Ohio limited liability company (the "*Original Borrower*") and the Director, the Original Borrower executed and delivered to the Director that certain Security Agreement dated as of July 31, 2014, made by and among the Original Borrower and the Director (the "*Security Agreement*"); and

Under the terms of the Security Agreement, the Original Borrower granted to the Director a security interest in, among other property, certain intellectual property of the Original Borrower, and agreed to execute and deliver a Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office. The Security Agreement was previously recorded with the United States Patent and Trademark Office on August 5, 2014.

As a result of the transfer of assets from the Original Borrower to the Borrower, the Borrower, the Original Borrower and the Director executed an Assignment and Assumption Agreement, whereby the Original Borrower assigned all rights and the Borrower assumed all obligations under the original Loan Agreement and corresponding documents. The Borrower and the Director now desire to execute this Intellectual Property Security Agreement to be recorded with national, federal and state government authorities, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

Provisions

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with the Director as follows:

Section 1. Grant of Security. The Borrower hereby pledges and grants to the Director for the benefit of the Director a security interest in and to all of the right, title and interest of the Borrower in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*IP Collateral*");

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "*Patents*");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark

applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 2. Recordation. The Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Director.

Section 3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Director with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

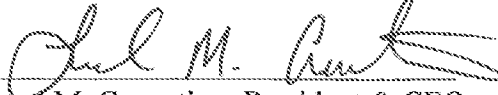
Section 4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

IN WITNESS WHEREOF, the Borrower has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

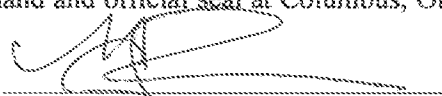
CHECKPOINT SURGICAL, INC.

By 
Leonard M. Cosentino, President & CEO

STATE OF Ohio)
) SS.
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public, in and for said County and state, personally appeared Leonard M. Cosentino, President and CEO of Checkpoint Surgical, Inc., who acknowledged that he did sign the foregoing instrument for and on behalf of the corporation, and that the same is the free act and deed of such corporation, and the free act and deed of him personally and as such office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio, this 11th day of June 2017.

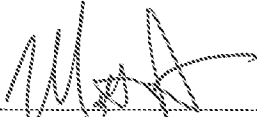

Notary Public

My commission expires:

MARY GRACE FOIDOMANI
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Jan. 29, 2019

AGREED TO AND ACCEPTED:

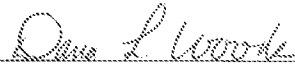
THE DIRECTOR OF THE OHIO
DEVELOPMENT SERVICES AGENCY

By 
Name: Matt Peters
Title: Assistant Director

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for said County and state, personally appeared Matt Peters, of the Development Services Agency, who acknowledged that (s)he did sign the foregoing instrument for and on behalf of the Director of the Development Services Agency of the State of Ohio, and that the same is the free act and deed of such Director, and the free act and deed of him personally and as such office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio, this 12/4 day of December 2017.



Notary Public

My commission expires: 9/19/19



Dana L. Woods
Notary Public, State of Ohio
My Commission Expires 09-19-19

EXHIBIT A

SCHEDULES

Schedule 1 – Issued Patents and Patent Applications

Invention (Pat. Family Name)	App. No.	Pat. No.	Filing Date	Issue Date
Intra-Operative Stimulation Device				
Issued U.S. Patents				
	11/099,848	7,896,815	April 6, 2005	March 1, 2011
	11/651,165	7,878,981	January 9, 2007	February 1, 2011
	13/014,452	8,172,768	January 26, 2011	May 8, 2012
	13/466,485	8,500,652	May 8, 2012	August 6, 2013
Pending U.S. Patents				
	13/934,384		July 3, 2013	
Issued Foreign Patents				
Australia	2006200860	2006200860	February 28, 2006	December 22, 2011
Australia	2008205293	8205293	January 8, 2008	December 22, 2011
Europe	06251076.3	1698373	February 28, 2006	January 13, 2010
France	6251076.3	1698373	February 28, 2006	January 13, 2010
Germany	6251076.3	1698373	February 28, 2006	January 13, 2010
Italy	6251076.3	1698373	February 28, 2006	January 13, 2010
Japan	2009-544953	5,410,297	January 8, 2008	November 15, 2013
Spain	6251076.3	1698373	February 28, 2006	January 13, 2010
United Kingdom	6251076.3	1698373	February 28, 2006	January 13, 2010
Canada	2,538,199	2,538,199	February 28, 2006	July 29, 2014
China	880001960.2	ZL2008800001960.2	January 8, 2008	March 26, 2014
Pending Foreign Patents				
Europe	8705519		January 8, 2008	
Semi-Quantitative Threshold Testing				
Pending U.S. Patents				
	12/806,705		August 19, 2010	
Percutaneous Stimulation Device & Method for Detecting Compartment Syndrome				
Pending U.S. Patents				
	14/704,690		May 5, 2015	
Nerve Stimulator Locator - Design				
Issued U.S. Patents				
	29/271,076	D581,530	January 9, 2007	November 25, 2008
Issued Foreign Patents				
Canada	121,308	121,308	July 9, 2007	November 25, 2008
China (People's Republic)	730150829	730150829	July 9, 2007	November 26, 2008

European Community	761887-0001	2007/120	July 9, 2007	September 11, 2007
Hong Kong	701778.7	701778.7	July 9, 2007	August 31, 2007
Japan	2007-18557	1337496	July 9, 2007	July 11, 2008
Arthroscopic Stimulator				
Pending U.S. Patents				
	13/606,862		September 7, 2012	
Pending Foreign Patents				
European Union	12830817.8		September 10, 2012	
Intraoperative Stimulation Adapter				
Pending U.S. Patents				
	14/019,170		September 5, 2013	
Pending Foreign Patents				
China	14/019,170		September 5, 2013	
Canada	2,924,050		September 5, 2013	
Nerve Regeneration System				
Pending U.S. Patents				
	62/523,300		June 22, 2017	

Schedule 2 -- Trademark Registrations and Applications

Trademark	Country	Class	Registration No.
CHECKPOINT	Australia	10	1,372,449
CHECKPOINT	Canada	10	TMA855,177
CHECKPOINT	China	10	8,501,531
CHECKPOINT	Europe	10	9,242,331
CHECKPOINT	Hong Kong	10	301,661,102
CHECKPOINT	Japan	10	5,471,212
CHECKPOINT	United States	10	3,254,182
CHECKPOINT & Design	United States	10	3,986,588
CHECKPOINT SURGICAL	Australia	10	1,372,445
CHECKPOINT SURGICAL	Canada	10	TMA855,178
CHECKPOINT SURGICAL	Europe	10	9,242,173
CHECKPOINT SURGICAL	Hong Kong	10	301,661,111
CHECKPOINT SURGICAL	Japan	10	5,354,503
CHECKPOINT SURGICAL	United States	10, 41	3,986,589
CHECKPOINT SURGICAL & Design	United States	10, 41	3,986,590
CHECKPOINT HEAD & NECK	United States	10	5,027,715

Schedule 3 -- Copyright Registrations and Applications

None