

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479301

<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>
OMNI LIFE SCIENCE, INC.		05/29/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEERFIELD MANAGEMENT COMPANY, L.P.		
<b>Street Address:</b>	780 Third Ave.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3600179	OMNI LIFE SCIENCE	
<b>Registration Number:</b>	3596557		
<b>Registration Number:</b>	5083088	OMNIBOTICS	
<b>Serial Number:</b>	87576854	ANSERIS	
<b>Serial Number:</b>	86653594	OMNIBOT	
<b>Serial Number:</b>	86948758	OMNIBOTICS BONE MORPHING	
<b>Serial Number:</b>	86493062	CLOUDPLASTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312-577-8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	333285-00087		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		

CH \$190.00 3600179

<b>DATE SIGNED:</b>	06/25/2018
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**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is entered into as of the 29th day of May, 2018 by and between Deerfield Management Company, L.P. ("Secured Party"), as Collateral Agent for DEERFIELD PRIVATE DESIGN FUND II, L.P., DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P. and the other Investors party to the Loan Agreement (collectively, the "Investors"), and OMNI life science, Inc., (the "Grantor").

### RECITALS

A. The Investors have agreed to make certain advances of money and to extend certain financial accommodations to OMNI Orthopaedics, Inc. d/b/a Orthopaedic Synergy, Inc. ("OSI") (the "Loans"), in the amounts and manner set forth in that certain Note and Warrant Purchase Agreement by and between the Investors and OSI, dated the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used, and not otherwise defined, herein are used as defined in the Loan Agreement). The Investors are willing to make the Loans to the OSI, but only upon the condition, among others, that Grantor shall grant to Secured Party, on behalf of the Investors, a security interest in its Intellectual Property, including certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure its obligations under the Loan Agreement and Guaranty Security Agreement.

B. Pursuant to the terms of the Guaranty and Security Agreement, Grantor has granted to the Secured Party, 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 (as such term is defined in the Guaranty and Security Agreement).

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 Guaranty and Security Agreement and Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. To secure its obligations under the Guaranty and Security Agreement and Loan Agreement, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 copyright registrations and applications set forth on Exhibit A attached hereto (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 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 (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 Grantor connected with and symbolized by such trademarks, including without limitation those trademark registrations and applications set forth on Exhibit C attached hereto (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 (collectively, the "Mask Works");

(g) 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;

(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.

2. These security interests are granted in conjunction with the security interests granted to Secured Party, under the Guaranty and Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted hereby are in addition to those set forth in the Loan Agreement and Guaranty and Security Agreement, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or Guaranty and Security Agreement, 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 Secured Party or Investors of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Loan Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

3. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same IP Security Agreement. Delivery of an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this IP Security Agreement. Any party delivering an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original

executed counterpart of this IP Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this IP Security Agreement.

4. THIS IP SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE

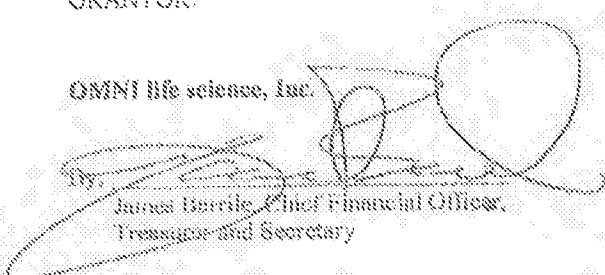
[Signature Page Follows]

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

GRANTOR:

OMNI life science, Inc.

  
By: James Barilla, Chief Financial Officer,  
Treasurer and Secretary

Grantor Contact Information:

480 Paramount Drive  
Raynham, MA 02767  
Attn: Chief Financial Officer  
Facsimile: 508-822-6030  
E-Mail: jbarilla@omnilife.com

[Signatures Continue on Following Page]

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT


**TRADEMARK**  
**REEL: 006363 FRAME: 0315**

SECURED PARTY

DEERFIELD MANAGEMENT COMPANY, L.P.

By: Deerfield Mgmt, L.P., its General Partner

By: J.E. Ryan Capital, LLC, its General Partner

By:   
Name: David J. Clary  
Title: Authorized Signatory

[End of Signature Pages]

Intellectual Property Security Agreement

EXHIBIT A

Copyrights

None.

Intellectual Property Security Agreement

B4839297.3



## EXHIBIT B

## Patents

## U.S. PATENT REGISTRATIONS

TITLE	REG. NO.	DATE
SYSTEM AND METHOD FOR DETERMINING AN OPTIMAL TYPE AND POSITION OF AN IMPLANT	US 8,214,016	JULY 3, 2012
SYSTEM FOR DETERMINING THE POSITION OF A KNEE PROSTHESIS	US 8,126,533	FEBRUARY 28, 2012
GUIDING DEVICE FOR BONE CUTTING	US 8,096,997	JANUARY 17, 2012
DISTRACTOR SYSTEM	US 8,231,631	JULY 31, 2012
DISTRACTOR SYSTEM	US 8,337,508	DECEMBER 25, 2012
SURGICAL ROBOTIC SYSTEM	US 9,033,958	MAY 19, 2015
DYNAMIC PHYSICAL CONSTRAINT FOR HARD SURFACE EMULATION	US 9,037,295	MAY 19, 2015
INSTRUMENT FOR FIXING THE POSITION OF A CUTTING PLANE	US 7,691,108	APRIL 6, 2010
DEVICE FOR POSITIONING A BONE CUTTING GUIDE	US 8,672,945	MARCH 18, 2014
SYSTEM FOR DETERMINING THE POSITION OF A KNEE PROSTHESIS	US 8,626,267	JANUARY 7, 2014
SYSTEM AND METHOD FOR DETERMINING AN OPTIMAL TYPE AND POSITION OF A KNEE IMPLANT	US 8,990,052	MARCH 24, 2015
SYSTEM FOR DETERMINING THE POSITION OF A KNEE PROSTHESIS	US 8,880,152	NOVEMBER 4, 2014
SYSTEM FOR DETERMINING THE POSITION OF A KNEE PROSTHESIS	US 9,050,132	JUNE 9, 2015
KNEE DISTRACTOR	US 7,635,369	DECEMBER 22, 2009

Intellectual Property Security Agreement

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**TRADEMARK**  
**REEL: 006363 FRAME: 0318**

COMPUTER ASSISTED ORTHOPEDIC SURGERY SYSTEM FOR LIGAMENT RECONSTRUCTION	US 9,248,001	FEBRUARY 2, 2016
SYSTEM FOR DETERMINING THE POSITION OF A KNEE PROSTHESIS	US 9,220,571	DECEMBER 29, 2015
SYSTEM AND METHOD FOR BONE PREPARATION FOR AN IMPLANT	US 9,220,510	DECEMBER 29, 2015
IMPLANTABLE JOINT PROSTHESIS	US 6702854	MARCH 9, 2004
JOINT PROSTHESES AND COMPONENTS THEREOF	US 7044976	MAY 16, 2006
TAPERED JOINT PROSTHESIS	US7572297	AUGUST 11, 2009
CROSSLINKED POLYETHYLENE ARTICLE	US 7603310	SEPTEMBER 28, 2010
MODULAR KNEE PROSTHESIS	US 8277513	
MODULAR PROSTHESIS	US 9855147	

U.S. PATENT APPLICATIONS

TITLE	APP. NO.	FILING or 371 (c) DATE
ROBOTIC GUIDE ASSEMBLY FOR USE IN COMPUTER AIDED SURGERY	US 11/908,449 (now U.S. Patent No. 9421019)	08-10-2010
DEVICE FOR POSITIONING A BONE CUTTING GUIDE	US 14/218,503 (now U.S. Patent No. 9737311)	03-18-2014
SYSTEM AND METHOD FOR DETERMINING AN OPTIMAL TYPE AND POSITION OF AN IMPLANT	US 14/666,001 (now U.S. Patent No. 9664768)	03-23-2015

SYSTEM FOR DETERMINING THE POSITION OF A KNEE PROSTHESIS	US 14/982,221	
CROSSLINKED POLYETHYLENE IMPLANT, PROVISIONAL APPLICATION (EXPIRED)	60/690145	JUNE 14, 2005
MODULAR KNEE PROSTHESIS, PROVISIONAL APPLICATION (EXPIRED)	60/547627	FEBRUARY 26, 2004
MODULAR TIBIAL KNEE PROSTHESIS, US PROVISIONAL APPLICATION (EXPIRED)	61/442988	FEBRUARY 15, 2011
MODULAR PROSTHESIS (CLAIMS BENEFIT OF 61/442988), US PATENT APPLICATION	13/397,083 (now U.S. Patent No. 9855147)	FEBRUARY 15, 2012
ORTHOPEDIC JOINT DISTRICTION DEVICE	US 15/078,954	
ROBOTIC GUIDE ASSEMBLY FOR USE IN COMPUTER-AIDED SURGERY	US 15/240,233	
SYSTEM AND METHOD FOR BONE PREPARATION FOR AN IMPLANT	US 15/347,188	
METHOD FOR POSITIONING A BONE CUTTING GUIDE	US 15/682,266	


METHODS AND APPARATUS FOR  
ASSISTING CARTILAGE DIAGNOSTIC  
AND THERAPEUTIC PROCEDURES

US 12/079,808

EXHIBIT C

Trademarks

Registered

Trademark	Country	TYPE	Number	Date
OMNIlife science	United States	Word	3600179	31-Mar-09
	United States	Logo	3596557	24-Mar-09
OMNIBotics	United States	Word	5083088	15-Nov-16

Applications

Trademark	Country	Mark	Serial Application Number
Anseris	United States	Word	87576854
OMNIBot	United States	Word	86653594
OMNIBotics Bone Morphing	United States	Word	86948758
Cloudplasty	United States	Service	86493062

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EXHIBIT D  
MARK WING