

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494302

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pega Medical, Inc.		09/27/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Bank of Canada		
<b>Street Address:</b>	600 De la Gauchetiere West, 11th Floor		
<b>City:</b>	Montreal, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B 4L2		
<b>Entity Type:</b>	National Banking Association: CANADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5553365	PEGA MEDICAL	
<b>Registration Number:</b>	5553366		
<b>Registration Number:</b>	3969044	HINGE PLATE	
<b>Registration Number:</b>	4064889	THE HINGE PEDIATRIC PLATING SYSTEM	
<b>Serial Number:</b>	87881110	GAP NAIL	
<b>Registration Number:</b>	5548857	THE FREE GLIDING SCFE SCREW SYSTEM	
<b>Registration Number:</b>	5549089	SLIM	
<b>Serial Number:</b>	87825253	LOLLIPOP	
<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>	212-294-2684		
<b>Email:</b>	trademarkny@winston.com		
<b>Correspondent Name:</b>	Becky L. Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-5840		
<b>ATTORNEY DOCKET NUMBER:</b>	12038.50		
<b>NAME OF SUBMITTER:</b>	Becky Troutman		

CH \$215.00 5553365

<b>SIGNATURE:</b>	/Becky Troutman by trademarkny/
<b>DATE SIGNED:</b>	10/17/2018
<b>Total Attachments: 5</b> source=Intellectual propriety security agreement#page1.tif source=Intellectual propriety security agreement#page2.tif source=Intellectual propriety security agreement#page3.tif source=Intellectual propriety security agreement#page4.tif source=Intellectual propriety security agreement#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of September 27, 2018 between PEGA MEDICAL INC. (the "Grantor") in favor of NATIONAL BANK OF CANADA (the "Bank").

### RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of September 27, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Security Agreement), by and among the Grantor, 7507704 Canada Inc. and the Bank; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Bank agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Bank a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following:

(a) All patent rights throughout the world, including all letters patents, patent applications, patent licenses, patentable inventions, modifications and improvements thereof (including without limitation those referred to in **Schedule 1** hereto) all rights to any and all letters patent and applications for letters patent, all divisions, renewals, reissues, continuations, continuations-in-part, extensions and reexaminations of any of the foregoing, all shop rights, all proceeds of, and rights associated with any of the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any of the foregoing and for breach or enforcement of any of the foregoing, and all rights corresponding to each of the foregoing throughout the world and all proceeds and general intangibles arising from any of the foregoing (collectively, the "Patents").

(b) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, domain names, URLs, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country (including without limitation those referred to in **Schedule 1** hereto), all Trademark licenses, all reissues, extensions or renewals of any of the foregoing items all of the goodwill of the business connected with the use of, and symbolized by the foregoing items all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with

the use of any such Trademark or for breach or enforcement of any Trademark license and all proceeds and general intangibles arising from any of the foregoing (collectively, the "Trademark Rights").

(c) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark Rights, and (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

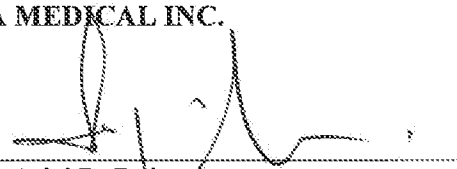
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or the Loan Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Bank have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PEGA MEDICAL INC.

By:   
Name: Ariel R. Dujoyne  
Title: President and Secretary

NATIONAL BANK OF CANADA

By:

Name: Simon Pierre Hébert  
Title: Account Manager

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents

COUNTRY	APP. NO. / FILING DATE	PATENT NO. / ISSUE DATE	TITLE	STATUS
USA	Sept. 28, 2000 09/671,164	Feb. 25 2003 US6524313	Fassier-Duval Telescopic IM Nail	<b>VALID</b> Expires July 31, 2021
USA	Aug 21, 2009 12/583,515	Oct. 4 2011 US8029507	Hinge Plate	<b>VALID</b> Expires Dec. 27, 2024
USA	Jan 24, 2014 14/762,926	US2015366591 (A1) - Pending	Free-Gliding SCFE Screw	<b>GRANTED</b> Expires 2034

2. Trademarks

COUNTRY	MARK	APP. NO. / FILING DATE	REG. NO. / REG. DATE	GOODS/SERVICES	STATUS
USA	Pega Medical	87-612,622 09-18-2017	5,553,365 Sept 4 2018	IC classes 10 and 42, 45	ACTIVE
USA	Pega Medical Logo	87-612,652 09-18-2017	5,553,366 Sept 4 2018	IC classes 10 and 42, 45	ACTIVE
USA	Hinge Plate	85-015,091 04-15-2010	US 3969044) May 31 2011	IC 010 US 026 039 044	ACTIVE
USA	The Hinge Pediatric Plating System	85-015,081 04-15-2010	US 4064889 Nov. 29 2011	IC 010 US 026 039 044	ACTIVE
USA	Gap Nail	87881110 04-17-2018	PENDING	IC 010 US 026 039 044	PENDING
USA	The Free Gliding SCFE Screw System	87-615,911 09-20-2017	5,548,857 Aug. 28 2018	IC 010 US 026 039 044	ACTIVE
USA	Slim Logo	87-671,410 11-03-2017	5,549,089 Aug. 28 2018	IC 010 US 026 039 044	ACTIVE
USA	Lollipop	87825253 03-08-2018	PENDING	IC 010 US 026 039 044	PENDING

3. Licenses

[N/A]