

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500674

<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>
Medicrea International		11/27/2018	Company: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perceptive Credit Holdings II, LP		
<b>Street Address:</b>	51 ASTOR PLACE, 10TH FLOOR		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4236334	SPEEDRIVER	
<b>Registration Number:</b>	3362422	PASS	
<b>Registration Number:</b>	3682376	C-JAWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<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>	703-760-7360		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	Hsiao-Ting Cheng		
<b>Address Line 1:</b>	1650 Tysons Boulevard, Suite 400		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	72295-36		
<b>NAME OF SUBMITTER:</b>	Max Phillip Zidel		
<b>SIGNATURE:</b>	/Max Phillip Zidel/		
<b>DATE SIGNED:</b>	12/04/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 27, 2018 (“*Trademark Security Agreement*”), made by Medicrea International, a company organized under the laws of France registered with the Trade and Companies Registry of Lyon under number 393 175 807 and listed on the Euronext Growth Market in Paris (the “*Trademark Grantor*”), is in favor of Perceptive Credit Holdings II, LP, as Collateral Representative for the Secured Parties (in such capacity, together with its successors and assigns, the “*Collateral Representative*”).

### W I T N E S S E T H:

WHEREAS, the Trademark Grantor, certain of the Trademark Grantor’s Subsidiaries from time to time party thereto and Perceptive Credit Holdings II, LP (the “*Purchaser*”) are parties to that certain Note Purchase Agreement, dated as of November 26, 2018 (as amended or otherwise modified from time to time, the “*Note Purchase Agreement*”; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Note Purchase Agreement);

WHEREAS, the Trademark Grantor and the Collateral Representative are parties to that certain Convention de Nantissement de Fonds de Commerce dated November 27, 2018 (the “*Business Concern Pledge*”); and

WHEREAS, pursuant to the terms of the Business Concern Pledge, the Trademark Grantor has created in favor of the Collateral Representative a security interest in, and the Collateral Representative has become a secured creditor with respect to, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the notes issued by the Trademark Grantor pursuant thereto, the Trademark Grantor hereby grants to the Collateral Representative, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Trademark Grantor or in which the Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of the Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of the Trademark Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds (as defined in the UCC in effect in New York) of any of the foregoing; and

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Representative pursuant to the Business Concern Pledge, and the Trademark Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Representative with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Business Concern Pledge. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Business Concern Pledge, the provisions of the Business Concern Pledge shall govern.

The Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, the Trademark Grantor has caused this  
TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized  
officer as of the date first above written.

**MEDICREA INTERNATIONAL**

By: 

Name: Denys Sournac

Title: Chief Executive Officer

Address for Notices:

5389 Route de Strasbourg Vancia

69140 Rillieux La Pape

France

Attn: Denys Sournac

Tel.: + 33 4 72 01 87 87

Fax: + 33 4 72 01 87 88

Email: [dsournac@medicrea.com](mailto:dsournac@medicrea.com)

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006541 FRAME: 0494**

**Accepted and Agreed:**

**COLLATERAL REPRESENTATIVE:**

**PERCEPTIVE CREDIT HOLDINGS II, LP**

By: **PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC**, its general partner

By   
Name: Sandeep Dixit  
Title: Chief Credit Officer

By   
Name: Sam Chawla  
Title: Portfolio Manager

Perceptive Credit Holdings II, LP  
c/o Perceptive Advisors LLC  
51 Astor Place, 10th Floor  
New York, NY 10003  
Attn: Sandeep Dixit  
Email: Sandeep@perceptivelife.com

**TRADEMARKS**Trademark Registrations and Applications

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Check Status</b>	<b>Live/Dead</b>
1	85431468	4236334	SPEEDRIVER	TSDR	LIVE
2	79105731	4239797	PASS MIS	TSDR	LIVE
3	79105730	4239796	PASS OCT	TSDR	LIVE
4	79105527	4239786	LIGAPASS	TSDR	LIVE
5	79233140		UNID	TSDR	LIVE
6	79216859	5383090	PASS-TULIP	TSDR	LIVE
7	79159962	4868840	SAGITTAL CODE	TSDR	LIVE
8	79155892	4774806	SCOLIF	TSDR	LIVE
9	79150813	4673597	UNID	TSDR	LIVE
10	79115647	4284515	CARYATID	TSDR	LIVE
11	79114420	4284492	STABOLT	TSDR	LIVE
12	79109319	4181538	IMPIX-SCOLIF	TSDR	LIVE
13	79105526	4239785	FACETJAWS	TSDR	LIVE
14	79105074	4239768	PASS ANT	TSDR	LIVE
15	79099482	4156275	LAMINOJAWS	TSDR	LIVE
16	79072217	3744965	K-JAWS	TSDR	LIVE
17	79060938	3679987	IMPIX-MANTA	TSDR	LIVE
18	79060844	3718769	PASS LP	TSDR	LIVE
19	79031592	3356624	MEDICREA	TSDR	LIVE
20	79014644	3159063	IMPIX	TSDR	LIVE
21	78888746	3362422	PASS	TSDR	LIVE
22	77598862	3682376	C-JAWS	TSDR	LIVE