

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515688

<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>
Cerapedics Inc.		03/22/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Solar Capital Ltd., as Agent		
<b>Street Address:</b>	500 Park Avenue, 3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77529330	I-FACTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	054439-0050		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	03/23/2019		
<b>Total Attachments: 8</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“Agreement”) dated as of March 22, 2019, is made by CERAPEDICS INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of SOLAR CAPITAL LTD. (“Agent”) in its capacity as collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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.

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

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called 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 of 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 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, re-examination certificates, utility models, 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 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 infringements 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, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include Trademark applications filed in the United States Patent and Trademark Office on the basis of Borrower's "intent to use" such Trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

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

GRANTOR:

**CERAPEDICS INC.**



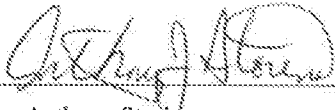
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By: Drew Trivisonno

Title: Chief Financial Officer

AGENT:

**SOLAR CAPITAL LTD.**



A handwritten signature in cursive script, appearing to read "Anthony Storiso", is written over a horizontal dotted line.

By: Anthony Storiso

Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

	<b>Title</b>	<b>Serial No.</b>	<b>Territory</b>	<b>Status</b>	<b>Expiration</b>
<b>1</b>	PLIABLE MEDICAL DEVICE AND METHODS OF USE  Corresponding to PCT Application No. PCT/US06/047970 Filed December 16, 2006  004xxx (Flex)	U.S.S.N. 11/305,715 U.S. Patent No. 8,048,443	United States	Granted	September 19, 2028 <sup>1</sup>
		U.S.S.N. 12/086,557 U.S. Patent No. 9,101,694	United States	Granted	September 19, 2028 <sup>1</sup>
		U.S.S.N. 14/821,964 Filed December 16, 2005	United States	Abandoned	na
		Australia Patent No. AU2006326020	Australia	Granted	December 16, 2026
		Canadian Patent No.: 2,633,551	Canada	Granted	December 16, 2026
		Europe Patent No. 1976452 Validation: DE, DK, BE, GB, NL	Europe	Granted	December 16, 2026
		HK Application No. 08111597.6	Hong Kong	Abandoned	na
<b>2</b>	IMPLANTABLE MATERIALS FOR BONE REPAIR  Corresponding to PCT Application No. PCT/US2012/071300 Filed December 21, 2012  019xxx (Fiber)	U.S.S.N. 13/724,704 U.S. Patent No. 9,415,139	United States	Granted	December 21, 2032
		Australia Patent No. 2012358294	Australia	Granted	December 21, 2032
		Canada Appl. No. CA2859979	Canada	Pending	December 21, 2032
		Europe Appl. No. 12860704.1	Europe	Pending	December 21, 2032
		Japan Patent No. 6208683	Japan	Granted	December 21, 2032
<b>3</b>	ANTIBODIES TO SERICIN AND METHODS AND KITS USING SAME  Corresponding to PCT/US2015/020248 Filed March 12, 2015  025xxx (antibody + assay)	U.S.S.N. 15/125,780 U.S. Patent No. 9,745,370	United States	Granted	March 12, 2035
<b>4</b>	PEPTIDE-COATED CALCIUM PHOSPHATE PARTICLES  Corresponding to PCT Application No. PCT/US2017/043614 Filed July 25, 2017  027xxx (surface treatment)	U.S.S.N. 16/319,849	United States	Pending	July 25, 2037 <sup>2</sup>
		Australia Appl. No. 2012358294	Australia	Pending	July 25, 2037
		Canada Appl. No. CA2859979	Canada	Pending	July 25, 2037
		Europe Appl. No. 17835086.4	Europe	Pending	July 25, 2037

1. Statutory term + patent term adjustment
2. Projected expiration, if granted



EXHIBIT C

Trademarks

<b>Trademark</b>	<b>App. No</b>	<b>Filing Date</b>	<b>Territory</b>
INTEGRIN	77/237,352 <sup>1</sup>	Jul. 24, 2007	United States
I-FACTOR	77/529,330	Jul. 23, 2008	United States
IFACTOR	1278617	Dec. 22, 2008	Australia
	1,422,535	Dec. 19, 2008	Canada
	007597388	Jan. 7, 2009	European Union Trademark
OPTIGROW	87/144,096 <sup>2</sup>	Aug. 19, 2016	United States
OPTIGRO	1812440	Nov. 30, 2016	Australia
	1,811,661 <sup>3</sup>	Nov. 29, 2016	Canada
	016118259	Nov. 30, 2016	European Union Trademark
	87/155,160	Aug. 30, 2016	United States

The Company holds the following common law trademarks:

“CERAPEDICS”

“OSTEOGRAF”

“P-15”

“IFACTOR”

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<sup>1</sup> Abandoned.

<sup>2</sup> Abandoned.

<sup>3</sup> Abandoned.

EXHIBIT D

Mask Works

None.