

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paragon 28, Inc.		04/25/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Zions Bancorporation, N.A.		
Doing Business As:	Vectra Bank Colorado		
Street Address:	2000 SOUTH COLORADO BLVD.		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80222		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88250157	AVITRAC	
Serial Number:	88276429	JOUST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7204777148		
Email:	eho@kofirm.com		
Correspondent Name:	Elizabeth Ho		
Address Line 1:	Koenig, Oelsner, Taylor, Schoenfeld & Ga		
Address Line 2:	999 18th Street, #1740		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Elizabeth Ho		
SIGNATURE:	/Elizabeth Ho/		
DATE SIGNED:	06/25/2019		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 25, 2019, is made by Paragon 28, Inc., a Colorado corporation ("Grantor"), in favor of Zions Bancorporation, N.A., dba Vectra Bank Colorado ("Lender").

RECITALS

WHEREAS, pursuant to the Loan Agreement dated as of June 20, 2018 (as the same may amended, modified, extended, renewed, restated, or supplemented from time to time, the "Loan Agreement"), between the Grantor (as the "Borrower" thereunder) and Lender, Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by such Grantor's copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations on the terms set forth in the Loan Documents, hereby grants to Lender a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) **Copyrights.**

- (i) all of its copyrights and registrations and applications for registration thereof, including, without limitation, those referred to on **Schedule 1A** hereto;
- (ii) all renewals, reversions and extensions of the foregoing;
- (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(b) **Patents.**

(i) all of its registered patents and applications for registration thereof, including, without limitation, those referred to on **Schedule IB** hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) **Trademarks.**

(i) all of its trademarks and registrations and applications for registration thereof, including, without limitation, those referred to on **Schedule IC** hereto, except for any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Representation and Warranties. Grantor hereby represents and warrants that the trademarks, patents and copyrights listed opposite such Grantor's name on the schedules attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed

shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Agreement shall be delivered and accepted in and shall be deemed to be contracts made under and governed by the internal laws of the State of Colorado (but giving effect to federal laws applicable to national banks) applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

PARAGON 28, INC.

By: 

Name: JAMES RIEGLER

Title: CFO

Accepted and agreed to by:

LENDER

ZIONS BANCORPORATION DBA
VECTRA BANK COLORADO

By: 
Name: Justin Carter
Title: Vice President


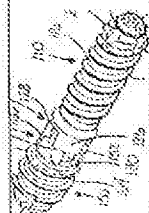
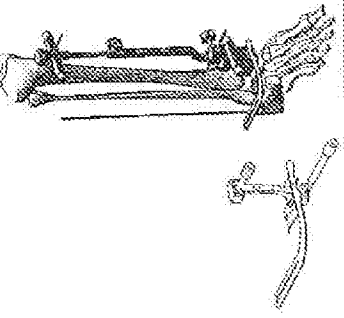
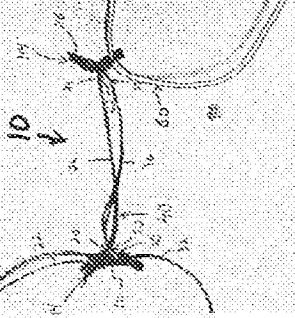
SCHEDULE 1A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

REGISTERED COPYRIGHTS




None.

SCHEDULE 1B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

(See the attached.)


File No. Country	P26 Reference	Title	Drawing	App. No. Filing Date Publication No.	Patent No. Issued Date
3645.115A U.S.	Nipper	Tissue Removal Instrument		16/185,765 11/09/2018	
3645.134P-1 U.S.	Grenade	Implant and Methods of Use and Assembly		62/805,942 2/14/2019	
3645.138P U.S.	TAR Instrumentation	Total Ankle Replacement Instrument System		62/779,436 12/13/2018	
3645.140PU.S.	Plantar Plate Implant Prints	Plantar Plate Suture System and Insertion Tool		62/775,591 12/5/2018	

File No. Country	P28 Reference	Title	Drawing	App. No. Filing Date Publication No.	Patent No. Issued Date
3645.144P U.S.	Lollipop Trial	Tibial Insert and Lollipop Trial Instrumentation		62/779,092 12/13/2018	
3645.147P U.S.	Teno Tac	Soft Tissue Fixation Device		62/794,565 1/19/2019	
3645.148P U.S.	Compressive Precision Alignment Guide	Threaded Targeting Instruments, Systems and Methods of Use		62/805,777 2/14/2019	
3645.151P U.S.	Lateral TTC Plate	Optimizing Anterior Tibiotalar (TT) and Lateral Tibiotalocalcaneal (TTC) Plate Thickness For Avoidance of Stress Shielding and Implant Breakage		62/805,981 2/13/2019	

File No. Country	P28 Reference	Title	Drawing	App. No. Filing Date Publication No.	Patent No. Issued Date
3645.218B U.S.	Titan Wedge	Wedge Insert		29/676,075 01/08/2019	
3645.223A U.S.	Hook Plate Jones	Hook Plate		29/680,190 02/14/2019	
3645.240 U.S.		Bone Plate		29/679,839 02/11/2019	

SCHEDULE 1C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS

(See the attached.)

File No. Country	Mark Goods/Services	Serial No. Filing Date	Registration No. Registration Date
3645.329 U.S.	<p>AVITRACIC 5 - Medical device, namely dowel shaped implants fabricated from bone</p> 	88250.157 1/4/2019	
3645.330 U.S.	<p>IC 010 - Surgical implants, namely bone screws, made from artificial materials for use in the foot and ankle and associated surgical instruments; sterilization case for surgical instruments</p>	88276.429 1/25/2019	