

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTELLIJOINT SURGICAL INC.		10/16/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 KING STREET WEST		
Internal Address:	SUITE 5702		
City:	TORONTO, ON		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86469943	INTELLIJOINT SURGICAL	
Serial Number:	86198079	INTELLIJOINT HIP	
Serial Number:	86138663	INTELLIJOINT	
Serial Number:	86087964	INTELLIJOINT HIP	
Serial Number:	86087956	INTELLIJOINT	
Serial Number:	88505642	INTELLIJOINT KNEE	
Serial Number:	87051131		
CORRESPONDENCE DATA			
Fax Number:	9733257467		
<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:	9737364600		
Email:	ip@lawfirm.ms		
Correspondent Name:	JOEL G. MACMULL ESQ.		
Address Line 1:	3 BECKER FARM RD STE 105		
Address Line 4:	ROSELAND, NEW YORK 07068		
NAME OF SUBMITTER:	JOEL G. MACMULL, ESQ.		
SIGNATURE:	/Joel G. MacMull/		

OP \$190.00 86469943

DATE SIGNED:	10/24/2019
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of October 16, 2019, is made by and between INTELLIJOINT SURGICAL INC., a _____ corporation (the “**Grantor**”) in favor of CANADIAN IMPERIAL BANK OF COMMERCE (the “**Lender**”).

WHEREAS, the Grantor is indebted or liable, or may become indebted or liable to the Lender pursuant to a loan agreement dated as of October 16, 2019, between the Grantor and the Lender (the “**Loan Agreement**”);

WHEREAS, as a condition precedent to the making by Lender of the loans pursuant to Loan Agreement, Grantor has executed and delivered to the Lender (i) that certain Security Agreement dated as of October 16, 2019 and (ii) that certain Trademark and Patent Security Agreement dated as of October 16, 2019 (collectively referred to herein as the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for

past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, provided that, in the absence of an Event of Default (as defined in the Loan Agreement), the Lender shall not commence any litigation against any third party with respect to the IP Collateral without the consent of the Grantor, which consent shall not be unreasonably withheld.

2. Recordation. Grantor authorizes the Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office and any other government officials to record and register this IP Security Agreement upon request by the Lender.

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

4. Execution in Counterparts. This IP Security 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 to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INTELLIJOINT SURGICAL INC.

By: 

Name: ARMEN BAKIRTZIAN
Title: CEO.

Address for Notices:

AGREED TO AND ACCEPTED:

**CANADIAN IMPERIAL BANK OF
COMMERCE**

By: _____

Name:

Title:

Address for Notices:

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INTELLIJT SURGICAL INC.

By: _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

**CANADIAN IMPERIAL BANK OF
COMMERCE**

By: _____

Name: *Imran Premji*

Title: *Executive Director*

By: _____

Name: *Mark Usher*

Title: *Managing Director*

Address for Notices:

SCHEDULE 1
PATENTS

Patents

Jurisdiction	Pat No.	Title
US	8588892	Method and system for aligning a prosthesis during surgery using active sensors
US	14/071,185	Method and system for aligning a prosthesis during surgery using active sensors
US	9138319	Method and system for aligning a prosthesis during surgery
US	10117748	Method and system for aligning a prosthesis during surgery
US	9314188	Computer-assisted joint replacement surgery and navigation systems
US	9987092	Computer-assisted joint replacement surgery and patient-specific jig systems
AU	2014231652	System And Method For Intra-Operative Leg Position Measurement
US	9168103	Sterile optical sensor system having an adjustment mechanism
US	9247998	System and method for intra-operative leg position measurement
US	9655749	Sterile optical sensor system having an adjustment mechanism
US	10194996	Systems and methods to compute a positional change between two bones
CN	To Be Assigned	System and method for intra-operative leg position measurement
US	9603671	Systems, methods and devices for anatomical registration and surgical localization
AU	To Be Assigned	Systems, methods and devices for anatomical registration and surgical localization
US	10034715	Systems, methods and devices to measure and display inclination and track patient motion during a procedure
US	9713506	Systems, methods and devices for image registration and surgical localization
US	10223798	Systems and methods for tracker characterization and verification

US	To Be Assigned	Systems and methods for tracker characterization and verification
CA	160183	Camera shroud
US	D746352	Camera shroud

Patent Applications

Jurisdiction	Patent Application No.	Title
US	16/573,341	Method and system for aligning a prosthesis during surgery using active sensors
US	US-2019-0070011-A1	METHOD AND SYSTEM FOR ALIGNING A PROSTHESIS DURING SURGERY
EP	EP2863820A4	COMPUTER-ASSISTED JOINT REPLACEMENT SURGERY AND PATIENT-SPECIFIC JIG SYSTEMS
EP	EP2967439A4	SYSTEM AND METHOD FOR INTRA-OPERATIVE LEG POSITION MEASUREMENT
CN	201910642969.1	System and method for intra-operative leg position measurement
US	US-2019-0133697-A1	SYSTEMS AND METHODS TO COMPUTE A POSITIONAL CHANGE BETWEEN TWO BONES
EP	EP3212110A1	SYSTEMS, METHODS AND DEVICES FOR ANATOMICAL REGISTRATION AND SURGICAL LOCALIZATION
US	US20170333136A1	Systems And Devices Including A Surgical Navigation Camera With A Kinematic Mount And A Surgical Drape With A Kinematic Mount Adapter
US	US-2018-0064496-A1	DEVICES, SYSTEMS AND METHODS FOR NATURAL FEATURE TRACKING OF SURGICAL TOOLS AND OTHER OBJECTS
US	US20160128783A1	Surgical Navigation System With One Or More Body Borne Components And Method Thereof
US	US20170119475A1	SYSTEMS, METHODS AND DEVICES FOR CALCULATING HIP CENTER OF ROTATION, ADJUSTING PARAMETERS OF JOINT REPLACEMENT FOR PELVIC TILT AND CALCULATING LEG LENGTH AND OFFSET
US	To Be Assigned	SYSTEMS, METHODS AND DEVICES TO MEASURE AND DISPLAY INCLINATION AND TRACK PATIENT MOTION DURING A PROCEDURE
US	US-2019-0142524-A1	SYSTEMS, METHODS AND DEVICES TO SCAN 3D SURFACES FOR INTRA-OPERATIVE LOCALIZATION

JP	To Be Assigned - PCT/IB2017/055400	SYSTEMS AND METHODS FOR SURGICAL NAVIGATION, INCLUDING IMAGE-GUIDED NAVIGATION OF A PATIENTS'S HEAD
EP	17848243.6	SYSTEMS AND METHODS FOR SURGICAL NAVIGATION, INCLUDING IMAGE-GUIDED NAVIGATION OF A PATIENTS'S HEAD
AU	2017323599	SYSTEMS AND METHODS FOR SURGICAL NAVIGATION, INCLUDING IMAGE-GUIDED NAVIGATION OF A PATIENTS'S HEAD
US	US-2019-0183590-A1	SYSTEMS AND METHODS FOR SURGICAL NAVIGATION, INCLUDING IMAGE-GUIDED NAVIGATION OF A PATIENTS'S HEAD
US	US20180221093	SYSTEMS AND METHODS FOR SOFT TISSUE NAVIGATION
US	US20180263722	TRACING PLATFORMS AND INTRA-OPERATIVE SYSTEMS AND METHODS USING SAME
WO	WO/2018/165767A1	SYSTEMS AND METHODS FOR AUGMENTED REALITY DISPLAY IN NAVIGATED SURGERIES
US	US20180303561	CUTTING TOOLS, SYSTEMS AND METHODS FOR NAVIGATED BONE ALTERATIONS
US	US20180338799	SYSTEMS AND METHODS FOR SURGICAL NAVIGATION WITH A TRACKER INSTRUMENT
WO	WO/2019/068194A1	SYSTEM AND METHOD FOR PREOPERATIVE PLANNING FOR TOTAL HIP ARTHROPLASTY
AU	AU2018256649	SYSTEM AND METHOD FOR SURIGCAL PLANNING
US	US20190133695	SYSTEM AND METHOD FOR SURIGCAL PLANNING
WO	PCT/CA2019/050128	OPERATING ROOM REMOTE MONITORING
US	16/401,177	SYSTEM, METHOD AND APPARATUS FOR AUTOMATIC REGISTRATION IN COMPUTER ASSISTED BONE MILLING SURGERY
US	16/562,794	SYSTEM AND METHOD TO REGISTER ANATOMY WITHOUT A PROBE
US	62/756786	METHODS AND SYSTEMS FOR SURGICAL NAVIGATION AND DEVICES FOR SURGERY
US	62/769219	SYSTEM AND METHOD FOR PREOPERATIVE PLANNING FOR TOTAL HIP ARTHROPLASTY
US	62/783,597	Pre-Operative Planning for Reorientation Surgery: Surface-Model-Free Approach Using Simulated X-Rays
US	62/792,529	SYSTEMS, DEVICES AND METHODS FOR

		BONE REORIENTATION
US	62/816,454	COMPUTER ASSISTED SURGERY SYSTEM AND METHOD TO PROCESS AND COMMUNICATE PLANNING DATA
US	62/848,058	SYSTEMS AND METHODS FOR COMPUTER ASSISTED FEMORAL SURGERY
US	62/864,635	SYSTEMS AND METHODS FOR PLANNING AND PERFORMING A COMPUTER ASSISTED PROCEDURE
US	62/864,677	SYSTEMS AND METHODS FOR THE SAFE TRANSFER AND VERIFICATION OF SENSITIVE DATA
US	62/882,189	SYSTEMS and METHODS TO COLLABORATE, TO TRAIN AN EXPERT SYSTEM AND TO PROVIDE AN EXPERT SYSTEM

SCHEDULE 2

Trademarks

Trademarks

Jurisdiction	Serial Number	Registration Number	Mark
US	86469943	4991132	INTELLIJOINT SURGICAL
US	86198079	4925001	INTELLIJOINT HIP
US	86138663	4920357	INTELLIJOINT
US	86087964	4777928	INTELLIJOINT HIP
US	86087956	4736066	INTELLIJOINT
CA	1660197	TMA1025547	INTELLIJOINT KNEE
CA	1660196	TMA920882	INTELLIJOINT HIP
CA	1655215	TMA918770	INTELLIJOINT
CA	1704327	TMA928891	INTELLIJOINT SURGICAL
CA	1431373	TMA783131	PELVASSIST
CA	1662701	TMA1029170	INTELLISOFT
CA	1756691	TMA1042690	Triangle & Design

Trademark Applications

Jurisdiction	Serial Number	Registration Number	Mark
US	88505642		Intellijoint Knee
US	87051131		Triangle & Design