

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM569212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AlterG, Inc.		10/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3563148	ALTER G	
Registration Number:	3529420	ANTI-GRAVITY TREADMILL	
Registration Number:	3711122	DEFY GRAVITY	
Registration Number:	4497438	ALTER G BIONIC LEG	
Registration Number:	4109140	TIBION	
Registration Number:	4284993	TIBION BIONIC LEG	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (140690-01059 ND)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	140690-01059		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		

OP \$165.00 3563148

DATE SIGNED:	03/27/2020
Total Attachments: 8 source=IP Security Agreement (Siena AlterG)#page1.tif source=IP Security Agreement (Siena AlterG)#page2.tif source=IP Security Agreement (Siena AlterG)#page3.tif source=IP Security Agreement (Siena AlterG)#page4.tif source=IP Security Agreement (Siena AlterG)#page5.tif source=IP Security Agreement (Siena AlterG)#page6.tif source=IP Security Agreement (Siena AlterG)#page7.tif source=IP Security Agreement (Siena AlterG)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of this 24th day of October, 2017 by ALTERG, INC., a Delaware corporation ("Grantor"), in favor of SIENA LENDING GROUP LLC, as lender (together with its successors and assigns, the "Lender");

W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

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

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademarks.

Notwithstanding anything in this Agreement, the security interest granted pursuant to this Section 2 shall not extend to any property or assets excluded from the Collateral pursuant to Section 3.1 of the Loan Agreement.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all U.S. trademark, patent and copyright applications or registrations owned by or registered to Grantor as of the date hereof.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

5. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ALTERG, INC.

By: 

Name: Kevin Davidge

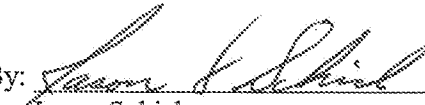
Title: Chief Financial Officer


Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006901 FRAME: 0400

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC,
as Lender

By: 
Jason Schick
Authorized Signatory

By: 
Steven Sanicola
Authorized Signatory

Signature Page to Intellectual Property Security Agreement

SCHEDULE 1**TRADEMARKS**

Matter No	Country	Mark	Appl. No	Appl. Date	Reg. No	Reg. Date
11889-600.200	United States	ALTER G	77/293,961	10/2/2007	3,563,148	1/20/2009
11889-602.200	United States	anti-gravity treadmill (SUPPLEMENTAL REGISTER)	77/277,492	9/12/2007	3,529,420	11/4/2008
11889-603.200	United States	DEFY GRAVITY	77/577,070	9/23/2008	3,711,122	11/17/2009
11889-604.200	United States	ALTER G BIONIC LEG	86/013,907	7/18/2013	4,497,438	3/18/2014
10592-600.201	United States	TIBION	77/632,458	12/12/2008	4,109,140	3/6/2012
10592-602.200	United States	TIBION BIONIC LEG	85/502,021	12/22/2011	4,284,993	2/5/2013

PATENTS

Status	Jurisdiction	Title	Application No.	App. Date	Patent No.	Pub./Issue Date
Issued	United States	System, Method And Apparatus For Applying Air Pressure On A Portion Of The Body Of An Individual	11/236,952	9/28/2005	7,591,795	9/22/2009
Issued	United States	System, Method And Apparatus For Applying Air Pressure On A Portion Of The Body Of An Individual	12/236,465	9/23/2008	8,840,572	9/23/2014
Published	United States	System, Method And Apparatus For Applying Air Pressure On A Portion Of The Body Of An Individual	15/046,358	2/17/2016	2017-0014295	1/19/2017

Status	Jurisdiction	Title	Application No.	App. Date	Patent No.	Pub./Issue Date
Published	United States	Systems, Methods And Apparatus For Differential Air Pressure Devices	15/143,351	4/29/2016	2016-0242993	8/25/2016
Issued	United States	Differential Air Pressure Systems	12/778,747	5/12/2010	8,464,716	6/18/2013
Issued	United States	Differential Air Pressure Systems	13/898,246	5/20/2013	9,642,764	5/9/2017
Pending	United States	Differential Air Pressure Systems	15/588,549	5/5/2017		
Published	United States	Differential Air Pressure Systems And Methods Of Using And Calibrating Such Systems For Mobility Impaired Users	13/423,124	3/16/2012	2012-0238921	9/20/2012
Published	United States	Method Of Gait Evaluation And Training With Differential Pressure System	14/769,111	8/20/2015	2016-0007885	1/14/2016
Published	United States	Systems And Methods For Management And Scheduling Of Differential Air Pressure And Other Unweighted Or Assisted Treatment Systems	14/769,113	8/20/2015	2015-0379239	12/31/2015
Published	United States	Support Frame And Related Unweighting System	14/769,114	8/20/2015	2016-0008650	1/14/2016
Published	United States	Monocolumn Unweighting Systems	14/769,115	8/20/2015	2016-0001118	1/7/2016
Published	United States	Unweighting Garments	14/769,116	8/20/2015	2016-0000155	1/7/2016
Published	United States	Cantilevered Unweighting Systems	14/769,118	8/20/2015	2016-0001119	1/7/2016
Published	United States	Pressure Chamber And Lift For Differential Air Pressure System With Medical Data Collection Capabilities	15/319,629	12/16/2016	2017-0128769	5/11/2017

Status	Jurisdiction	Title	Application No.	App. Date	Patent No.	Pub./Issue Date
Published	United States	Unweighting Garments For Simultaneous Use With Unweighting And Fall Safety Systems	14/852,401	9/11/2015	2016-0073704	3/17/2016
Published	United States	Therapeutic Method And Device For Rehabilitation	13/912,122	6/6/2013	2013-0345601	12/26/2013
Issued	United States	Multi-Fit Orthotic And Mobility Assistance Apparatus	12/366,998	2/6/2009	8,052,629	11/8/2011
Issued	United States	Multi-Fit Orthotic And Mobility Assistance Apparatus	13/274,109	10/14/2011	8,771,210	7/8/2014
Issued	United States	Active Muscle Assistance Device And Method	10/704,483	11/6/2003	6,966,882	11/22/2005
Issued	United States	Intention-Based Therapy Device And Method	13/290,980	11/7/2011	8,679,040	3/25/2014
Published	United States	Intention-Based Therapy Device And Method	14/225,186	3/25/2014	2014-0207037	7/24/2014
Issued	United States	Active Muscle Assistance And Resistance Device And Method	11/221,452	9/7/2005	7,537,573	5/26/2009
Issued	United States	Electrostatic Actuator With Fault Tolerant Electrode Structure	11/773,331	7/3/2007	7,521,836	4/21/2009
Issued	United States	High-Torque Motor	11/033,368	1/10/2005	7,365,463	4/29/2008
Issued	United States	Rotary Actuator	11/649,403	1/3/2007	7,648,436	1/19/2010
Issued	United States	Deflector Assembly	11/649,690	1/3/2007	7,811,189	10/12/2010
Issued	United States	Methods And Devices For Moving A Body Joint	11/932,799	10/31/2007	8,353,854	1/15/2013
Published	United States	Methods And Devices For Deep Vein Thrombosis Prevention	15/273,525	9/22/2016	2017-0231852	8/17/2017
Pending	United States	Methods And Devices For Deep Vein Thrombosis Prevention	15/588,368	5/5/2017		

Status	Jurisdiction	Title	Application No.	App. Date	Patent No.	Pub./Issue Date
Issued	United States	Methods And Devices For Deep Vein Thrombosis Prevention	13/683,503	11/21/2012	9,474,673	10/25/2016
Issued	United States	Actuator System With A Multi-Motor Assembly For Extending And Flexing A Joint	12/191,837	8/14/2008	8,058,823	11/15/2011
Issued	United States	Actuator System And Method For Extending A Joint	12/363,577	1/30/2009	8,274,244	9/25/2012
Issued	United States	Foot Pad Device And Method Of Obtaining Weight Data	12/703,067	2/9/2010	8,639,455	1/28/2014
Issued	United States	Foot Pad Device And Method Of Obtaining Weight Data	14/162,553	1/23/2014	9,131,873	9/15/2015
Published	United States	Multi-Mode Active Orthotic Sensor	14/932,796	11/4/2015	2016-0183872	6/30/2016
Allowed	United States	Orthotic Device Drive System And Method	14/769,119	8/20/2015	2015-0374573	12/31/2015

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None.