

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SI-BONE, INC.		05/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SOLAR CAPITAL LTD., AS COLLATERAL AGENT		
Street Address:	500 PARK AVENUE, 3RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3883513	SI-BONE	
Registration Number:	3881099	IFUSE IMPLANT SYSTEM	
Registration Number:	4504617	SI JOINT SURGERY SOCIETY	
Registration Number:	4611009	SI-BONE	
Registration Number:	4598647		
Registration Number:	4498089	VISIONARY	
Registration Number:	4611233	SI UNIVERSITY	
Registration Number:	4725486	SI BUDDY	
Registration Number:	4810125	SI JOINT PATIENT COMMUNITY	
Registration Number:	4805667	SI JOINT PATIENT COMMUNITY	
Registration Number:	4920720	SI JOINT PATIENT COMMUNITY	
Registration Number:	4805727	SI JOINT PATIENT COMMUNITY	
Registration Number:	4890537	SI CONNECTION	
Registration Number:	5152070	THE METHOD OF CHOICE FOR SI JOINT FUSION	
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:	7145401235		

OP \$365.00 3883513

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 054439-0056

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /KJA/

DATE SIGNED: 05/29/2020

Total Attachments: 14

source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page1.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page2.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page3.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page4.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page5.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page6.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page7.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page8.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page9.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page10.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page11.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page12.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page13.tif
source=SI-BONE - Solar - IP Security Agreement Execution_116268452_1_0 (002)#page14.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of May 29, 2020, is made by SI-BONE, INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of SOLAR CAPITAL LTD., a Maryland corporation, in its capacity as collateral agent (in such capacity, "Agent") for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement") with certain financial institutions party thereto (the "Lenders") and Agent. 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 trade secret rights, including, without limitation, any rights to unpatented inventions, know how, operating manuals 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, re-examination certificates, utility models, extensions and continuations-in-part of the same, now or hereafter existing, created, acquired or held, 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 such Grantor connected with and symbolized by such trademarks, now or hereafter existing, created, acquired or held, 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 any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed).

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.

7. Electronic Execution of Certain Other Documents. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law,

including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[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:

SI-BONE, INC., a Delaware corporation

DocuSigned by:
Laura Francis
By: _____
Name: Laura Francis
Title: Chief Financial Officer

[SIGNATURE PAGE CONTINUES]

[Signature Page to IP Security Agreement (Solar/SI-BONE)]

TRADEMARK
REEL: 006949 FRAME: 0037

AGENT:

SOLAR CAPITAL LTD., a Maryland corporation

By: 
Name: Anthony Sciarra
Title: Authorized Signatory

EXHIBIT A

Copyrights

	Name of Entity	Country	Title	Filing Date/ Issue Date	Status	Application/ Registration No.
1.	SI-BONE, Inc.	US	Management Algorithm for SI Joint Complaints. Consensus Guidelines	03/8/2011	Active	TX0007375504

EXHIBIT B

Patents

Patents and Patent Applications

	Title	Filing Date	Issue Date	Owner	Application No.	Patent No.
1.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	4/1/2011	2/7/2017	SI-BONE Inc.	13/078530	9561063
2.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	11/12/2012	9/23/2014	SI-BONE Inc.	13/674764	8840651
3.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE USING COMPRESSIVE IMPLANTS	3/5/2013	5/27/2014	SI-BONE Inc.	13/786037	8734462
4.	INTEGRATED IMPLANT	3/8/2013	6/2/2015	SI-BONE Inc.	13/791746	9044321
5.	ARTIFICIAL SI JOINT	3/8/2013	7/15/2014	SI-BONE Inc.	13/791837	8778026
6.	APPARATUS SYSTEMS AND METHODS FOR ACHIEVING TRANS-ILIAC LUMBAR FUSION	4/8/2013	6/28/2016	SI-BONE Inc.	13/858814	9375323
7.	APPARATUS SYSTEMS AND METHODS FOR ACHIEVING ANTERIOR LUMBAR INTERBODY FUSION	4/22/2013	11/15/2016	SI-BONE Inc.	13/867941	9492201
8.	FENESTRATED IMPLANT	5/6/2013	10/1/2019	SI-BONE Inc.	13/888249	10426533
9.	APPARATUS SYSTEMS AND METHODS FOR ACHIEVING LUMBAR FACET FUSION	5/20/2013	10/14/2014	SI-BONE Inc.	13/898415	8858601
10.	APPARATUS SYSTEMS AND METHODS FOR STABILIZING A SPONDYLOLISTHESIS	6/24/2013	12/30/2014	SI-BONE Inc.	13/925678	8920477
11.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	1/23/2014	9/23/2014	SI-BONE Inc.	14/162689	8840623

	Title	Filing Date	Issue Date	Owner	Application No.	Patent No.
12.	IMPLANTS FOR SPINAL FIXATION OR FUSION	3/17/2014	4/10/2018	SI-BONE Inc.	14/216863	9936983
13.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	4/4/2014	8/29/2017	SI-BONE Inc.	14/245759	9743969
14.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE USING COMPRESSIVE IMPLANTS	5/9/2014	11/8/2016	SI-BONE Inc.	14/274486	9486264
15.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE AT OR NEAR A SACROILIAC JOINT	5/16/2014	6/13/2017	SI-BONE Inc.	14/280360	9675394
16.	SYSTEMS AND METHODS FOR THE FUSION OF THE SACRAL-ILIAC JOINT	5/16/2014	5/26/2015	SI-BONE Inc.	14/280436	9039743
17.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	9/16/2014	11/21/2017	SI-BONE Inc.	14/488144	9820789
18.	IMPLANT PLACEMENT	10/15/2014	12/12/2017	SI-BONE Inc.	14/515416	9839448
19.	SYSTEMS AND METHODS FOR THE FUSION OF THE SACRAL-ILIAC JOINT	5/8/2015	5/30/2017	SI-BONE Inc.	14/707817	9662128
20.	INTEGRATED IMPLANT	5/21/2015	2/12/2019	SI-BONE Inc.	14/719274	10201427
21.	MATRIX IMPLANT	9/18/2015	5/30/2017	SI-BONE Inc.	14/859005	9662157
22.	IMPLANTS FOR BONE FIXATION OR FUSION	9/18/2015	1/1/2019	SI-BONE Inc.	14/859046	10166033
23.	NEUROMONITORING SYSTEMS AND METHODS FOR BONE FIXATION OR FUSION PROCEDURES	3/30/2016	8/13/2019	SI-BONE Inc.	15/085765	10376206
24.	APPARATUS SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	6/28/2016	4/24/2018	SI-BONE Inc.	15/195955	9949843
25.	SYSTEMS DEVICE AND METHODS FOR JOINT FUSION	7/12/2016	7/30/2019	SI-BONE Inc.	15/208588	10363140

	Title	Filing Date	Issue Date	Owner	Application No.	Patent No.
26.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	3/16/2017	5/1/2018	SI-BONE Inc.	15/461304	9956013
27.	MATRIX IMPLANT	5/11/2017	2/5/2019	SI-BONE Inc.	15/593208	10194962
28.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE AT OR NEAR A SACROILIAC JOINT	6/12/2017	6/26/2018	SI-BONE Inc.	15/620752	10004547
29.	SYSTEMS AND METHODS FOR DECORTICATING THE SACROILIAC JOINT	09/26/2018	3/28/2019	SI-BONE Inc.	16/143061	2019-009088
30.	IMPLANTS FOR BONE FIXATION OR FUSION	12/31/2018	5/9/2019	SI-BONE Inc.	16/237409	2019-0133613
31.	INTEGRATED IMPLANT	1/29/2019	5/30/2019	SI-BONE Inc.	16/261393	2019-0159901
32.	MATRIX IMPLANT	1/31/2019	5/30/2019	SI-BONE Inc.	16/263971	2019-0159818
33.	SYSTEMS DEVICES AND METHODS FOR JOINT FUSION	7/26/2019	11/14/2019	SI-BONE Inc.	16/523992	2020-0343641
34.	IMPLANTS FOR BONE FIXATION OR FUSION	8/23/2019	1/9/2020	SI-BONE Inc.	16/550032	2020-0008817
35.	FENESTRATED IMPLANT	8/27/2019	1/9/2020	SI-BONE Inc.	16/552912	2020-0008850
36.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	2/25/2008	11/13/2012	SI-BONE Inc.	12/072153	8308779
37.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	5/24/2005	4/12/2011	SI-BONE Inc.	11/136141	7922765
38.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE AT OR NEAR A SACROILIAC JOINT	12/4/2008	5/30/2017	SI-BONE Inc.	12/315559	9662158

	Title	Filing Date	Issue Date	Owner	Application No.	Patent No.
39.	SYSTEMS DEVICES AND METHODS FOR DIAGNOSING AND TREATING CONDITIONS OF THE SPINE	9/1/2009	1/29/2013	SI-BONE Inc.	12/584163	8361003
40.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	7/22/2010	6/19/2012	SI-BONE Inc.	12/804516	8202305
41.	SYSTEMS AND METHODS FOR THE FUSION OF THE SACRAL-ILIAC JOINT	10/5/2010	3/24/2015	SI-BONE Inc.	12/924782	8986348
42.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE USING COMPRESSIVE IMPLANTS	10/5/2010	3/5/2013	SI-BONE Inc.	12/924784	8388667
43.	APPARATUS SYSTEMS AND METHODS FOR ACHIEVING ANTERIOR LUMBAR INTERBODY FUSION	12/6/2010	4/23/2013	SI-BONE Inc.	12/960798	8425570
44.	APPARATUS SYSTEMS AND METHODS FOR ACHIEVING LUMBAR FACET FUSION	12/6/2010	5/21/2013	SI-BONE Inc.	12/960811	8444693
45.	APPARATUS SYSTEMS AND METHODS FOR ACHIEVING TRANS-ILIAC LUMBAR FUSION	12/6/2010	4/9/2013	SI-BONE Inc.	12/960831	8414648
46.	APPARATUS SYSTEMS AND METHODS FOR STABILIZING A SPONDYLOLISTHESIS	12/6/2010	6/25/2013	SI-BONE Inc.	12/960857	8470004
47.	SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	1/18/2011	4/18/2017	SI-BONE Inc.	12/930791	9622783
48.	IMPLANT PLACEMENT	12/11/2017	4/19/2018	SI-BONE Inc.	15/838070	2018-0104071
49.	IMPLANTS FOR SPINAL FIXATION OR FUSION	2/23/2018	6/28/2018	SI-BONE Inc.	15/903410	2018-0177534

	Title	Filing Date	Issue Date	Owner	Application No.	Patent No.
50.	APPARATUS SYSTEMS AND METHODS FOR THE FIXATION OR FUSION OF BONE	4/12/2018	8/16/2018	SI-BONE Inc.	15/952102	2018-0228621
51.	THREADED IMPLANTS AND METHODS OF USE ACROSS BONE SEGMENTS	3/28/2019	10/3/2019	SI-BONE Inc.	16/368686	2019-298528

EXHIBIT C

Trademarks

	Name of Entity	Title	Filing Date/ Issued Date	Status	Application/ Registration No.
1.	SI-BONE, Inc.	A NEW DIMENSION IN SI JOINT FUSION	Filing: 11/7/2019	Pending	App.: 88/684044
2.	SI-BONE, Inc.	IFUSE TECHNOLOGY	Filing: 11/7/2019	Pending	App.: 88/684077
3.	SI-BONE, Inc.	IFUSE BONE	Filing: 4/10/2019	Pending	App.: 88/380117
4.	SI-BONE, Inc.	IFUSE BEDROCK	Filing: 10/9/2018	Pending	App.: 88/146849
5.	SI-BONE, Inc.	THE METHOD OF CHOICE FOR SI JOINT FUSION	Filing: 9/16/2015 Issue: 2/28/2017	Registered	App.: 86/758,431 Reg.: 5,152,070
6.	SI-BONE, Inc.		Filing: 3/9/2015 Issue: 1/19/2016	Registered	App.: 86/557,514 Reg.: 4,890,537
7.	SI-BONE, Inc.	SI JOINT PATIENT COMMUNITY	Filing: 1/27/2015 Issue: 9/1/2015	Registered	App.: 86/515,507 Reg.: 4,805,727
8.	SI-BONE, Inc.		Filing: 1/27/2015 Issue: 3/22/2016	Registered	App.: 86/515,573 Reg.: 4,920,720
9.	SI-BONE, Inc.	SI JOINT PATIENT COMMUNITY	Filing: 9/26/2014 Issue: 9/1/2015	Registered	App.: 86/406,997 Reg.: 4,805,667

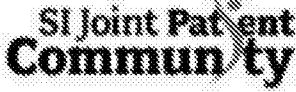





	Name of Entity	Title	Filing Date/ Issued Date	Status	Application/ Registration No.
10.	SI-BONE, Inc.		Filing: 9/26/2014 Issue: 9/8/2015	Registered	App.: 86/407,024 Reg.: 4,810,125
11.	SI-BONE, Inc.	SI BUDDY	Filing: 11/18/2013 Issue: 4/21/2015	Registered	App.: 86/976,129 Reg.: 4,725,486
12.	SI-BONE, Inc.		Filing: 10/15/2013 Issue: 9/23/2014	Registered	App.: 86/092,280 Reg.: 4,611,233
13.	SI-BONE, Inc.		Filing: 8/14/2013 Issue: 3/18/2014	Registered	App.: 86/037,948 Reg.: 4,498,089
14.	SI-BONE, Inc.		Filing: 7/17/2013 Issue: 9/2/2014	Registered	App.: 86/013,179 Reg.: 4,598,647
15.	SI-BONE, Inc.		Filing: 7/17/2013 Issue: 9/23/2014	Registered	App.: 86/013,195 Reg.: 4,611,009
16.	SI-BONE, Inc.		Filing: 7/15/2013 Issue: 4/1/2014	Registered	App.: 86/010,466 Reg.: 4,504,617
17.	SI-BONE, Inc.	iFUSE Implant System	Filing: 8/7/2009 Issue: 11/23/2010	Registered	App.: 77/799,568 Reg.: 3,881,099
18.	SI-BONE, Inc.	SI-BONE	Filing: 2/10/2009 Issue: 11/30/2010	Registered	App.: 77/667,498 Reg.: 3,883,513

EXHIBIT D

Mask Works

None.