

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TREACE MEDICAL CONCEPTS, INC.		07/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG SERVICING LLC, AS ADMINISTRATIVE AGENT		
Street Address:	1000 Main Street		
Internal Address:	Suite 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4969221	A STEP AHEAD IN FOOT AND ANKLE SURGERY	
Registration Number:	4965818	CONTROL 360	
Registration Number:	5968431	FAST GRAFTER	
Registration Number:	5115724	LAPIPLASTY	
Registration Number:	5087675	PLANTAR PYTHON	
Registration Number:	5115111	TREACE MEDICAL CONCEPTS	
Registration Number:	5100983	TREACE MEDICAL CONCEPTS, INC.	
CORRESPONDENCE DATA			
Fax Number:	7043782057		
<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:	7043312359		
Email:	iplaw@mvalaw.com, cindigraser@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Peter B. Stewart		

OP \$190.00 4969221

SIGNATURE:	/Peter B. Stewart/
DATE SIGNED:	08/04/2020
Total Attachments: 3 source=Trademark Security Agreement - Treace Medical Concepts (Executed)#page1.tif source=Trademark Security Agreement - Treace Medical Concepts (Executed)#page2.tif source=Trademark Security Agreement - Treace Medical Concepts (Executed)#page3.tif	

TRADEMARK SECURITY AGREEMENT

July 31, 2020

WHEREAS, TREACE MEDICAL CONCEPTS, INC., a Delaware corporation (the “*Grantor*”), is a party to that certain Security Agreement, dated as of July 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “*Administrative Agent*”), pursuant to which the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all of its personal property, including without limitation the trademarks listed on **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Trademark Security Agreement (this “*Trademark Security Agreement*”).

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

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, goodwill, and interest in, to and under all of the Trademarks, whether now owned or hereafter acquired and whether now existing or hereafter coming into existence, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith (excluding any United States application for registration of a trademark filed on an intent-to-use basis solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law; provided, that, upon submission of a “Statement of Use” or an “Amendment to Allege Use”, such intent-to-use application shall constitute and shall be considered Collateral).

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

TREACE MEDICAL CONCEPTS, INC.,
as Grantor

By: 

Name: Robert P. Jordheim


Title: Chief Financial Officer, Treasurer and
Assistant Secretary

TREACE MEDICAL CONCEPTS, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007015 FRAME: 0174

Schedule A
to Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner (Borrower/Grantor)</u>	<u>Juris- diction</u>	<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Application Date</u>	<u>Registration Date</u>
Treace Medical Concepts, Inc.	US	A STEP AHEAD IN FOOT AND ANKLE SURGERY	SN: 86203939 RN: 4969221	02/25/2014	05/31/2016
Treace Medical Concepts, Inc.	US	CONTROL 360	RN: 4965818 SN: 86535501	02/15/2015	05/24/2016
Treace Medical Concepts, Inc.	US	FAST GRAFTER	RN: 5968431 SN: 88096937	08/29/2018	01/21/2020
Treace Medical Concepts, Inc.	US	LAPIPLASTY	SN: 86802324 RN: 5115724	10/28/2015	01/03/2017
Treace Medical Concepts, Inc.	US	PLANTAR PYTHON	SN: 86692191 RN: 5087675	07/14/2015	11/22/2016
Treace Medical Concepts, Inc.	US	TREACE MEDICAL CONCEPTS	SN: 86535492 RN: 5115111	02/15/2015	01/03/2017
Treace Medical Concepts, Inc.	US		SN: 86536930 RN: 5100983	02/17/2015	12/13/2016