

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Life Sciences, LLC		11/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	4370 La Jolla Village Drive, Suite 305		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2718289	ARTIMPLANT	
Registration Number:	2688758		
Registration Number:	2834246	ARTELON	
Registration Number:	5957175	FLEXIBLE HEALING	
Registration Number:	6114293	FLEXBAND	
Registration Number:	6114291	FLEXPATCH	
Serial Number:	88199984	DYNAMIC MATRIX	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1295499 TM		
NAME OF SUBMITTER:	David Hackett		

OP \$190.00 2718289

SIGNATURE:	/David Hackett/
DATE SIGNED:	12/01/2020
Total Attachments: 7 source=Trademark Filing#page2.tif source=Trademark Filing#page3.tif source=Trademark Filing#page4.tif source=Trademark Filing#page5.tif source=Trademark Filing#page6.tif source=Trademark Filing#page7.tif source=Trademark Filing#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 24, 2020 by and among **WESTERN ALLIANCE BANK**, an Arizona corporation having an office located at 4370 La Jolla Village Drive, Suite 305, San Diego, CA 92122, (“**Bank**”) and **INTERNATIONAL LIFE SCIENCES, LLC**, a Delaware limited liability company (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank, a security interest in certain Copyrights, Trademarks and Patents (as each term is defined below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank, 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, the parties hereto agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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**”), whether now existing or hereinafter acquired or developed, including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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 any and all intellectual property rights in computer software and computer software products 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, 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 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) 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;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; 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;

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include, among others, all registered Copyrights, Patents and Trademarks of Grantor on the date hereof and hereby covenants to promptly provide updates to such Exhibits to the Bank as and when applicable pursuant to the terms of the Loan Agreement.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Balance of Page Intentionally Left Blank]

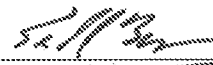
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INTERNATIONAL LIFE SCIENCES, LLC

International Life Sciences, LLC
2150 NW Parkway SE, Suite G
Marietta, GA 30067
Attn: Jeff Byrne, CFO
EMAIL: jeff.byrne@artelon.com

By: 
Name: Jeff Byrne
Title: CFO

Address of Bank:

BANK:

WESTERN ALLIANCE BANK

Bridge Bank, a division of Western Alliance Bank
105 South Mangum Street, Suite 200
Durham, NC 27701
Attn: Lauren Cosentino
EMAIL: lauren.cosentino@bridgebank.com

By: _____
Name: _____
Title: _____

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:

Address of Grantor:

INTERNATIONAL LIFE SCIENCES, LLC

International Life Sciences, LLC
2150 NW Parkway SE, Suite G
Marietta, GA 30067
Attn: Jeff Byrne, CFO
EMAIL: jeff.byrne@artelon.com

By: _____
Name: _____
Title: _____

Address of Bank:

BANK:

WESTERN ALLIANCE BANK

Bridge Bank, a division of Western Alliance Bank
105 South Mangum Street, Suite 200
Durham, NC 27701
Attn: Lauren Cosentino
EMAIL: lauren.cosentino@bridgebank.com

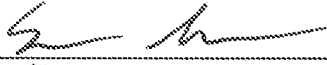
By:  _____
Name: Evan Shaw
Title: AVP Portfolio Management

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

US Patents

1. Implant for Implantation in Humans or Animals Comprising Flexible Thread-Shaped Elements; Patent No: 6,626,942; Issued September 30, 2003
2. Method for Preparing an Open Porous Polymer Material and an Open Porous Polymer Material; Patent No: 7,425,288; Issued September 16, 2008

EXHIBIT C
Trademarks

US Trademarks

1. DYNAMIC MATRIX; SN: 88199984; Filed: November 19, 2018
2. ARTIMPLANT; RN: 2,718,289; Registered: May 27, 2003
3. RN: 2,688,758; Registered: February 18, 2003



4. ARTELON; RN: 2,834,246; Registered: April 24, 2004
5. FLEXIBLE HEALING; RN: 5957175; Registered January 7, 2020
6. FLEXBAND; RN: 6114293; Registered July 28, 2020
7. FLEXPATCH; RN: 6114291; Registered July 28, 2020

Canada Trademark

1. ARTELON; RN: TMA735915; Registered March 6, 2009

European Union Trademarks

1. ARTELON; RN: 2328953; Registered April 15, 2003

Sweden Trademark

1. RN: 356,293; Registered: June 14, 2002



Madrid Protocol Trademarks

1. ARTELON; RN: 773,541; Registered December 13, 2001; Subsequently Registered: September 23, 2003