

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Term)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paragon 28, Inc.		05/06/2021	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust, as administrative agent		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4810921	PARAGON 28	
Registration Number:	4762945	EXCLUSIVELY FOOT & ANKLE PARAGON 28	
Registration Number:	4617271	MONSTER	
Registration Number:	4617755	GORILLA	
Registration Number:	4742612	GORILLA	
Registration Number:	5048385	HEVANS	
Registration Number:	5048177	HEVANS	
Registration Number:	4968745	MINI-MONSTER	
Registration Number:	4972672	BOW & ARROW	
Registration Number:	4968742	TUFFNEK	
Registration Number:	4968743	PARADERM	
Registration Number:	5267837	PRECISION	
Registration Number:	5063632	V 92	
Registration Number:	5409929	PRO 3	
Registration Number:	5155306	PARAGON 28 EXCLUSIVELY FOOT & ANKLE	
Registration Number:	5274282	PARAGON 28 EXCLUSIVELY FOOT & ANKLE	
Registration Number:	5151313	BEAST 100	
Registration Number:	5604500	TITAN 3-D	
Registration Number:	5378789	BABY GORILLA	

CH \$815.00 4810921

Property Type	Number	Word Mark
Registration Number:	5378787	BABY GORILLA
Registration Number:	5380625	JAWS
Registration Number:	5464682	P 2 8
Registration Number:	5464683	PROMO
Registration Number:	5464721	HAMMERTUBE SYSTEM
Registration Number:	5464727	PHANTOM
Registration Number:	5464726	PHANTOM
Registration Number:	5524163	PRECISION JONES
Registration Number:	5464729	HAMMERGRAFT SYSTEM
Registration Number:	5746396	TENOTAC
Registration Number:	5998173	AVITRAC
Registration Number:	5955665	GRAPPLER
Registration Number:	5955666	GRAPPLER P28

CORRESPONDENCE DATA

Fax Number: 7036106200

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.

Phone: 7036106100

Email: boxip@hoganlovells.com

Correspondent Name: Greta D. Feldman of Hogan Lovells US LLP

Address Line 1: 8350 Broad Street, 17th Floor

Address Line 2: Attn: Box Intellectual Property

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP
SIGNATURE:	/Greta D. Feldman/
DATE SIGNED:	05/20/2021

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 6th day of May, 2021, by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, as administrative agent (in such capacity, together with its successors and assigns, "Agent") and **PARAGON 28, INC.**, a Colorado corporation (together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement (Term Loan), by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used but not defined herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property, other than Excluded 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 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, as such Exhibit may be amended, modified or supplemented from time to time (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 such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached

hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Patents");

(e) Any and all 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, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Trademarks"); provided, that for the avoidance of doubt, Trademarks shall not include any Intent-to-Use Trademarks (as defined below); provided further, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral;

(f) Any and 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, as such Exhibit may be amended, modified or supplemented from time to time (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, extensions, 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 does not include any "intent to use" trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise ("Intent-to-Use Trademarks"), provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

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

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[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.

GRANTORS:

PARAGON 28, INC.

By: 

Name: Steve Deitsch

Title: Chief Financial Officer

Address:

14445 Grasslands Drive

Englewood, CO 80112

Attn: Steve Deitsch

Telephone: 303.656.5223

Facsimile: 888.728.1220

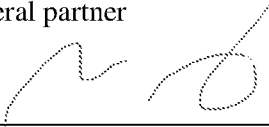
E-Mail: sdeitsch@paragon28.com

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner







By: 








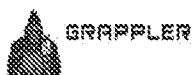
Name: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u> <u>Filing Date</u>	<u>Registration Number</u> <u>Registration Date</u>
PARAGON 28	86/237,529 3/31/2014	4,810,921 9/15/2015
	86/237,544 3/31/2014	4,762,945 6/30/2015
MONSTER	86/216,119 3/10/2014	4,617,271 10/7/2014
GORILLA	86/293,783 5/28/2014	4,617,755 10/7/2014
	86/372,047 08/20/2014	4,742,612 5/26/2015
	86/858,891 12/28/2015	5,048,385 9/27/2016
HEVANS	86/787,687 10/14/2015	5,048,177 9/27/2016
MINI MONSTER	86/787,693 10/14/2015	4,968,745 5/31/2016
BOW AND ARROW	86/787,679 10/14/2015	4,972,672 6/7/2016
TUFFNEK	86/787,646 10/14/2015	4,968,742 5/31/2016
PARADERM	86/787,662 10/14/2015	4,968,743 5/31/2016
PRECISION	86/787,673 10/14/2015	5,267,837 8/15/2017
	86/935,418 3/10/2016	5,063,632 10/18/2016
	86/935,428 3/10/2016	5,409,929 2/27/2018
	87/104,035 7/14/2016	5,155,306 3/7/2017

	87/104,044 7/14/2016	5,274,282 8/29/2017
BEAST 100	87/170,714 9/14/2016	5,151,313 2/28/2017
	87/627,686 9/29/2017	5604500 11/13/2018
BABY GORILLA	87/482,760 6/9/2017	5,378,789 1/16/2018
	87/482,750 6/9/2017	5,378,787 1/16/2018
JAWS	87/527,161 7/13/2017	5,380,625 1/16/2018
	87/687,357 11/16/2017	5,464,682 5/8/2018
PROMO	87/687,378 11/16/2017	5,464,683 5/8/2018
	87/715,733 12/11/2017	5,464,721 5/8/2018
PHANTOM	87/721,452 12/14/2017	5,464,727 5/8/2018
	87/721,448 12/14/2017	5,464,726 5/8/2018
	87/722,082 12/15/2017	5,524,163 7/24/2018
	87/722,086 12/15/2017	5,464,729 5/8/2018
TENOTAC	87/589,557 8/30/2017	5,746,396 5/7/2019
AVITRAC	88/250,157 1/4/2019	5,998,173 02/25/2020
GRAPPLER	88/554,527 07/31/2019	5,955,665 1/7/2020
	88/554,568 07/31/2019	5,955,666 01/07/2020