

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGRITY IMPLANTS INC.		05/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EASTWARD FUND MANAGEMENT, LLC		
Street Address:	432 CHERRY STREET		
City:	WEST NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88866113	TIHAWK	
Serial Number:	88927957	MONGOOSE	
Serial Number:	88226780	TORO	
Serial Number:	90337750	TORO	
Serial Number:	87853275	PERISCOPE	
Serial Number:	90701137	CERTUS	
Serial Number:	87157129	LINESIDER	
Serial Number:	87434759	BIONEST	
Serial Number:	86930759	FLAREHAWK	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	318251-102		

CH \$240.00 88866113

NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	06/01/2021
Total Attachments: 23 source=Intellectual Property Security Agr-exe#page1.tif source=Intellectual Property Security Agr-exe#page2.tif source=Intellectual Property Security Agr-exe#page3.tif source=Intellectual Property Security Agr-exe#page4.tif source=Intellectual Property Security Agr-exe#page5.tif source=Intellectual Property Security Agr-exe#page6.tif source=Intellectual Property Security Agr-exe#page7.tif source=Intellectual Property Security Agr-exe#page8.tif source=Intellectual Property Security Agr-exe#page9.tif source=Intellectual Property Security Agr-exe#page10.tif source=Intellectual Property Security Agr-exe#page11.tif source=Intellectual Property Security Agr-exe#page12.tif source=Intellectual Property Security Agr-exe#page13.tif source=Intellectual Property Security Agr-exe#page14.tif source=Intellectual Property Security Agr-exe#page15.tif source=Intellectual Property Security Agr-exe#page16.tif source=Intellectual Property Security Agr-exe#page17.tif source=Intellectual Property Security Agr-exe#page18.tif source=Intellectual Property Security Agr-exe#page19.tif source=Intellectual Property Security Agr-exe#page20.tif source=Intellectual Property Security Agr-exe#page21.tif source=Intellectual Property Security Agr-exe#page22.tif source=Intellectual Property Security Agr-exe#page23.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) dated as of May 28, 2021 by and between Eastward Fund Management, LLC, a Delaware limited liability company (“Lender”) and Integrity Implants Inc., a Delaware corporation (“Grantor”).

RECITALS

A. Lender 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 Lender and Grantor dated the Effective Date (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Lender 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 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, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of 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, 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 of Grantor's 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, in each case 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 of Grantor's 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.

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 Lender.

3. Authorization. Grantor hereby authorizes Lender 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.

4. 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 Lender 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.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

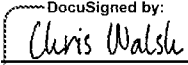
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[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:

INTEGRITY IMPLANTS INC.

DocuSigned by:

By: Christopher Walsh
Title: Chief Executive Officer

LENDER:

EASTWARD FUND MANAGEMENT, LLC

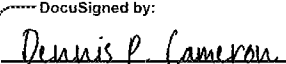
DocuSigned by:

By: Dennis Cameron
Title: Chief Executive Officer

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Title	Appln No. Filing Date	Patent No. Issue Date
Trajectory And Depth Guidance Instrument	15/313,463 November 22, 2016	10,687,845 June 23, 2020
Trajectory Guidance Device And System For Surgical Instruments	PCT/US2015/032235 May 22, 2015	N/A
Trajectory Guidance Device And System For Surgical Instruments	2015267251 December 22, 2016	2015267251 Jan. 9, 2020
Trajectory Guidance Device And System For Surgical Instruments	2017-514388 November 22, 2016	6511517 April 12, 2019
Trajectory Guidance Device And System For Surgical Instruments	201580037623.9 January 13, 2017	N/A
Trajectory Guidance Device And System For Surgical Instruments	15790705.6 December 23, 2016	N/A
Trajectory Guidance Device And System For Surgical Instruments	17109903.8 September 29, 2017	N/A

Title	Appln No. Filing Date	Patent No. Issue Date
Trajectory Guidance Device And System For Surgical Instruments	62/059,455 October 3, 2014	N/A
Trajectory Guidance Device And System For Surgical Instruments	15/931,061 May 13, 2020	N/A
Access Assembly for Anterior and Lateral Spinal Procedures	15/274,723 September 23, 2016 62/232,021 September 24, 2015	10,058,350 August 28, 2018
Access Assembly for Anterior and Lateral Spinal Procedures	PCT/US2016/053467 October 3, 2016	N/A
Access Assembly for Anterior and Lateral Spinal Procedures	201680055869.3 March 26, 2018	N/A
Access Assembly for Anterior and Lateral Spinal Procedures	16/113,646 October 27, 2018	10,653,443 May 19, 2020
Access Assembly for Anterior and Lateral Spinal Procedures	16/489,260 4/15/2020	N/A
Access Assembly for Anterior and Lateral Spinal Procedures	13/739,805 January 11, 2013 61/585,724 January 12, 2012	9,463,052 October 11, 2016
Access Assembly for Anterior and Lateral Spinal Procedures	PCT/US2013/021256 January 11, 2013	N/A

Title	Appln No. Filing Date	Patent No. Issue Date
Access Assembly for Anterior and Lateral Spinal Procedures	15/289,322 October 10, 2016	10,080,592 September 25, 2018
Surgical Guidance Device and System for Insertion Thereof (aka Bang Screw)	16/722,944 December 20, 2019 62/783,054 December 20, 2018	N/A
Trajectory Guidance Device And System For Surgical Instruments	2020201231 February 20, 2020	N/A
Trajectory Guidance Device And System For Surgical Instruments	EP20158628.6 February 20, 2020	N/A
Surgical Guidance Device	16/848,299 April 14, 2020	N/A
Surgical Device for Insertion of Guide Wire and Pedical Screw	16/723,221 December 20, 2019 62/783,007 December 20, 2018	N/A

Title	Appln No. Filing Date	Patent No. Issue Date
Bone Graft Cartridge and bone Graft Delivery System (aka Morselized Bone Cartridge, Black Swan)	16/723,138 December 20, 2019 62/782,927 December 20, 2018	N/A
Dynamic Expanding Pathway Cannula	17/016,080 September 9, 2020 62/897,750 September 9, 2019	N/A
Dynamic Expanding Pathway Cannula	PCT/US20/049972 September 9, 2020	N/A
Spinal Orientation System	16/991,402 8/12/2020 62/885,412 August 12, 2019	N/A
Spinal Presentation System	PCT/US20/045878 8/12/2020	N/A
Spinal Orientation System	62/889,758 August 21, 2019	N/A

Title	Appln No. Filing Date	Patent No. Issue Date
Retractor Distractor Blade System	63/067,462 8/19/2020	N/A
Surgical Instrument	29/745,366 August 5, 2020	N/A
Endoscopic Surgical System	63/074,797 September 4, 2020	N/A
Bone Graft Distribution System	13/815,787 March 15, 2013	8,663,332 March 4, 2014

Title	Appln No. Filing Date	Patent No. Issue Date
Bone Graft Distribution System	PCT/US2013/073435 December 5, 2013	N/A
Bone Graft Distribution System	11 2015 013920 5 December 5, 2013	N/A
Bone Graft Distribution System	2,937,113 December 5, 2013	CA2937113 August 13, 2019
Bone Graft Distribution System	201380065661.6 December 5, 2013	CN104936554 August 29, 2017
Bone Graft Distribution System	201710654844.1 December 5, 2013	CN107550607B September 10, 2019
Bone Graft Distribution System	13862126.3 December 5, 2013	2931185 May 8, 2019
Bone Graft Distribution System	Validated	2931185 5/8/2019

Title	Appln No. Filing Date	Patent No. Issue Date
Bone Graft Distribution System	Validated	2931185 5/8/2019
Bone Graft Distribution System	19162909.6 December 5, 2013	N/A
Bone Graft Distribution System	16104170.6 December 5, 2013	HK1216139 12/20/2019
Bone Graft Distribution System	42020003471.8 December 5, 2013	N/A
Bone Graft Distribution System	2015-547427 December 5, 2013	6179824 July 28, 2017
Bone Graft Distribution System	2017-102249 December 5, 2013	6591493 July 27, 2019
Bone Graft Distribution System	1020157/018,814 December 5, 2013	10-1972634 April 19, 2019
Intervertebral Scaffolding System	14/157,504 January 16, 2014	9,333,092 May 10, 2016
Rigid Intervertebral Scaffolding	15/091,535 April 5, 2016	10,149,773 December 11, 2018

Title	Appln No. Filing Date	Patent No. Issue Date
Angled, Rigid Intervertebral Scaffolding	16/169,049 October 24, 2018	10,786,366 9/29/2020
Staged Laterovertical Expansion	16/444,888 June 18, 2019	N/A
Expandable Scaffolding with a Rigid, Central Beam	16/527,294 July 31, 2019	N/A
Staged Bilaterally Expandable Distractor	14/164,158 January 25, 2014	9,186,259 November 17, 2015
Staged, Bilaterally Expandable Distractor	PCT/US2014/054437 September 6, 2014	N/A
Staged, Bilaterally Expandable Distractor	16112307.5 September 6, 2014	HK1232057 December 29, 2017
Staged, Bilaterally Expandable Distractor	14/480,416 September 8, 2014	8,986,387 March 24, 2015

Title	Appln No. Filing Date	Patent No. Issue Date
Method of Distracting an Intervertebral Space	14/622,864 February 14, 2015	9,913,736 March 13, 2018
Expandable Trial with Telescopic Stabilizers	15/885,183 January 31, 2018	10,322,014 June 18, 2019
System for Distracting and Measuring an Intervertebral Space	16/403,576 May 5, 2019	N/A
Stabilized Intervertebral Scaffolding Systems	14/600,617 January 20, 2015	9,060,876 June 23, 2015
Stabilized Intervertebral Scaffolding Systems	PCT/US2016/014100 January 20, 2016	N/A
Stabilized Intervertebral Scaffolding Systems	2016209382 January 20, 2016	2016209382 5/14/2020
Stabilized Intervertebral Scaffolding Systems	201680016847.60 January 20, 2016	ZL201680016847.6 July 9, 2019

Title	Appln No. Filing Date	Patent No. Issue Date
Stabilized Intervertebral Scaffolding Systems	16740662.8 January 20, 2016	N/A
Stabilized Intervertebral Scaffolding Systems	18102545.6 January 20, 2016	1242953 9/4/2020
Stabilized Intervertebral Scaffolding Systems	2017-556793 January 20, 2016	N/A
Stabilized, Laterovertebrally-Expanding Fusion Cage Systems	14/701,013 April 30, 2015	9,402,733 August 2, 2016
Intervertebral Scaffolding with Stabilized Laterovertebrally Expansion	15/194,463 June 27, 2016	9,999,517 June 19, 2018
Stabilized, 4 Beam Intervertebral Scaffolding System	15/979,873 May 15, 2018	10,758,368 9/1/2020

Title	Appln No. Filing Date	Patent No. Issue Date
Methods of Stabilizing an Intervertebral Scaffolding	16/932,064 July 17, 2020	10,758,368 9/1/2020
Stabilized Lateroverically-Expanding Fusion Cage Systems with Tensioner	15/271,741 September 21, 2016	9,883,953 February 6, 2018
Stabilized Lateroverically-Expanding Fusion Cage Systems with Tensioner	PCT/US2017/052708 September 21, 2017	N/A
Stabilized Lateroverically-Expanding Fusion Cage Systems with Tensioner	201780064417.6 September 21, 2017	N/A
Stabilized Lateroverically-Expanding Fusion Cage Systems with Tensioner	17854887.2 September 21, 2017	N/A
Lateroverically-Expanding Fusion Cage Systems	15/832,463 December 5, 2017	10,383,743 August 20, 2019

Title	Appln No. Filing Date	Patent No. Issue Date
Stabilized Laterovertically-Expanding Fusion Cage Systems with Tensioner	16/334,486 March 19, 2019	N/A
Scaffolding with Locking Expansion Member	17/085,788 10/30/2020	N/A
Surgical Implant and Related Methods	62/536,335 July 24, 2017	N/A
Surgical Implant and Related Methods "Asymmetric Cage"	PCT/US2018/043517 July 24, 2018	N/A
Surgical Implant and Related Methods	16/633,523 January 23, 2020	N/A
Surgical Implant and Related Methods	2018308092 January 30, 2020	N/A
Surgical Implant and Related Methods	20188054653.4 3/13/2020	N/A

Title	Appln No. Filing Date	Patent No. Issue Date
Surgical Biologics Delivery System and Related Methods	16/113,040 August 27, 2018	10,709,578 July 14, 2020
Expandable Intervertebral Fusion Device	PCT/US2018/013207 January 10, 2018	N/A
Expandable Intervertebral Fusion Device	15/867,162 January 10, 2018	N/A
Expandable Intervertebral Fusion Device	16/219,814 - US PRIORITIZED December 13, 2018	10,507,116 December 17, 2019
Spinal Fusion Device with Staged Expansion	16/682,828 November 13, 2019	N/A
Expandable Intervertebral Fusion Device	2018207289 January 10, 2018	N/A

Title	Appln No. Filing Date	Patent No. Issue Date
Expandable Intervertebral Fusion Device	201880010293.8 January 10, 2018	N/A
Expandable Intervertebral Fusion Device	18738659.4 January 10, 2018	N/A
Expandable Intervertebral Fusion Device	2019-537273 January 10, 2018	N/A
Expandable Fusion Device with Independent Expansion Systems	16/290,428 March 1, 2019	N/A
Expandable Fusion Device with Independent Expansion Systems	PCT/US2019/020354 March 1, 2019	N/A
Expandable Fusion Device with Independent Expansion Systems	2019226567 8/28/2020	N/A
Expandable Fusion Device with Independent Expansion Systems	19760773.20	N/A

Title	Appln No. Filing Date	Patent No. Issue Date
Expandable Fusion Device with Independent Expansion Systems	2020-545552 August 31, 2020	N/A
Expandable Fusion Device with Independent Expansion Systems	17/149,325 January 14, 2021	N/A
Robotic Surgical Instrument System	16/258,517 January 25, 2019	N/A
Guiding the Trajectory of a Second Surgical Device	16/258,529 January 25, 2019	N/A
Surgical Cutting Device and Related Methods	63/000,070 March 26, 2020	N/A
Length Adjustable Modular Screw System	16/018,942 June 26, 2018	N/A

Title	Appln No. Filing Date	Patent No. Issue Date
Length Adjustable Modular Screw System	PCT/US2019/039026 June 25, 2019	N/A
Adjustable Bone Fixation Systems	16/283,384 February 22, 2019	N/A

EXHIBIT C

Trademarks

<u>Description</u>	Status	Registration/ <u>Application Number</u>	Registration/ <u>Application Date</u>
TIHAWK	Application	88866113 (Ser.)	4/9/2020
MONGOOSE	Application	88927957 (Ser.)	5/21/2020
TORO	Application	88226780 (Ser.)	12/12/2018
TORO	Application	90337750 (Ser.)	11/23/2020
LINESIDER	Registered	87157129 (Reg.)	5/26/2020
PERISCOPE	Application	87853275 (Ser.)	3/28/2018
BIONEST	Registered	87434759 (Reg.)	2/13/2018
FLAREHAWK	Registered	86930759 (Reg.)	5/16/2017
INTEGRITY IMPLANTS	Unregistered	N.A.	N.A.
SIGHTLINE	Unregistered	N.A.	N.A.
CERTUS	Application	90701137 (Ser.)	5/10/2021 (Pending)

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date