

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROVIDENCE MEDICAL TECHNOLOGY, INC.		07/30/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	INNOVATUS LIFE SCIENCES LENDING FUND I, LP		
Street Address:	777 Third Avenue		
Internal Address:	25th floor		
City:	New york		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5723740	ENTRUS	
Registration Number:	5471488	FUSEBOX	
Registration Number:	5271358	CAVUX	
Registration Number:	5271357	ALLY	
Registration Number:	5322967	DTRAX	
Registration Number:	5306260		
Registration Number:	5270544	ALLY	
Registration Number:	5196437	CAVUX	
Registration Number:	4176247	DTRAX	
CORRESPONDENCE DATA			
Fax Number:	6173106001		
<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:	6173106000		
Email:	munozg@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP		
Address Line 1:	One International Place		
Address Line 2:	Suite 2000		

CH \$240.00 5723740

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 176634.012300

NAME OF SUBMITTER: Eugenia A. Prezas

SIGNATURE: /Eugenia A. Prezas/

DATE SIGNED: 08/02/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 30, 2021 (the "Effective Date") by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, a Delaware limited partnership as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and PROVIDENCE MEDICAL TECHNOLOGY, INC., a California corporation ("Grantor").

RECITALS

A. Lenders have 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 Collateral Agent, the Lenders 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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for 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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent 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 Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent 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 Collateral Agent 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 Lender, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

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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:

PROVIDENCE MEDICAL TECHNOLOGY, INC.

4234 Hacienda Drive, Suite 150
Pleasanton, CA 94588
Attn: Jefferey D. Smith, CEO
Email: jeff@providencemt.com

DocuSigned by:

8CDE2191F69A470.....

Name: Jeffrey D. Smith
Title: Chief Executive Officer

COLLATERAL AGENT:

Address of Lender:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP
By: Innovatus Life Sciences GP, LP
Its: General Partner

777 Third Avenue, 25th Floor
New York, NY 10017
Attn: Claes Ekstrom
Email: cekstrom@innovatuscp.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:

PROVIDENCE MEDICAL TECHNOLOGY, INC.

4234 Hacienda Drive, Suite 150
Pleasanton, CA 94588
Attn: Jefferey D. Smith, CEO
Email: jeff@providencemt.com

By: _____
Name: _____
Title: _____


COLLATERAL AGENT:

Address of Lender:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP
By: Innovatus Life Sciences GP, LP
Its: General Partner

777 Third Avenue, 25th Floor
New York, NY 10017
Attn: Claes Ekstrom
Email: cekstrom@innovatuscp.com

By: _____
Name: _____
Title: _____



Andrew Pagan
Arach S. S. S. S. S.

{Signature Page to IP Security Agreement}

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE

EXHIBIT B


Patents

<u>Title/ Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
FACET SCREW AND DELIVERY DEVICE	16/959,522	7/1/2020
METHODS AND APPARATUS FOR ACCESSING AND TREATING THE FACET JOINT	17/035,835	9/29/2020
LATERAL MASS FIXATION IMPLANT	16/997,971	8/20/2020
ARTHROPLASTY IMPLANT FOR A FACET JOINT	16/764,926	5/18/2020
SPINAL FIXATION ACCESS AND DELIVERY SYSTEM	16/614,888	11/19/2019
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	16/580,183	9/24/2019
FACET JOINT IMPLANTS AND DELIVERY TOOLS	16/531,449	8/5/2019
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	16/278,274	2/18/2019
CERVICAL DISTRACTION/IMPLANT DELIVERY DEVICE	16/275,463	2/14/2019
CERVICAL DISTRACTION METHOD	16/275,456	2/14/2019
FACET JOINT IMPLANTS AND DELIVERY TOOLS	16/178,326	11/1/2018
CAGE SPINAL IMPLANT	29/608,669	6/23/2017
Spinal Cage	29/695,783	6/21/2019
CERVICAL CAGE	29/569,995	7/1/2016
Cervical Cage	29/680,169	2/14/2019
Cervical Cage	29/542,371	10/13/2015
SPINAL IMPLANT	29/435,381	10/23/2012
CAGE SPINAL IMPLANT	29/435,385	10/23/2012
CERVICAL CAGE	29/448,474	3/12/2013
SPINAL IMPLANT	29/448,467	3/12/2013
BONE SCREW AND IMPLANT DELIVERY DEVICE	16/210,866	12/5/2018
SPINAL JOINT IMPLANT DELIVERY DEVICE AND SYSTEM	15/768,209	4/13/2018
APPARATUS AND METHOD FOR BONE SCREW DEPLOYMENT	14/646,764	5/22/2015
METHODS FOR IMPLANTING A BONE SCREW	15/954,211	4/16/2018
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	15/489,163	4/17/2017
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	15/892,152	2/8/2018
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	15/495,391	4/24/2017
CERVICAL DISTRACTION/IMPLANT DELIVERY DEVICE	15/488,989	4/17/2017
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	15/198,718	6/30/2016
CERVICAL DISTRACTION METHOD	15/488,028	4/14/2017
LATERAL MASS FIXATION SYSTEM	14/723,410	5/27/2015
SPINAL FACET CAGE IMPLANT	15/149,781	5/9/2016
BONE SCREW AND IMPLANT DELIVERY DEVICE	14/709,433	5/11/2015
FACET JOINT IMPLANTS AND DELIVERY TOOLS	14/687,218	4/15/2015
COMPOSITE SPINAL FACET IMPLANT WITH TEXTURED SURFACES	15/196,862	6/29/2016
METHODS FOR IMPLANTING A BONE SCREW	14/709,425	5/11/2015
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	14/297,861	6/6/2014
CERVICAL DISTRACTION/IMPLANT DELIVERY DEVICE	13/949,042	7/23/2013
CERVICAL DISTRACTION METHOD	14/483,971	9/11/2014

VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	14/296,755	6/5/2014
COMPOSITE SPINAL FACET IMPLANT WITH TEXTURED SURFACES	14/037,164	9/25/2013
SPINAL FACET CAGE IMPLANT	14/037,198	9/25/2013
FACET JOINT IMPLANTS AND DELIVERY TOOLS	13/614,281	9/13/2012
METHODS AND APPARATUS FOR ACCESSING AND TREATING THE FACET JOINT	12/350,609	1/8/2009
CERVICAL DISTRACTION METHOD	13/722,802	12/20/2012
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	13/627,850	9/26/2012
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	13/614,577	9/13/2012
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	13/614,372	9/13/2012
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	13/627,825	9/26/2012
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	13/627,865	9/26/2012
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	13/627,812	9/26/2012
CERVICAL DISTRACTION/IMPLANT DELIVERY DEVICE	12/559,193	9/14/2009
VERTEBRAL JOINT IMPLANTS AND DELIVERY TOOLS	12/653,283	12/10/2009
FACET JOINT IMPLANTS AND DELIVERY TOOLS	12/455,814	6/5/2009
CERVICAL DISTRACTION METHOD	12/889,122	9/23/2010
FACET JOINT IMPLANTS AND DELIVERY TOOLS	12/317,682	12/23/2008
CERVICAL DISTRACTION METHOD	12/110,548	4/28/2008
LATERAL MASS FIXATION SYSTEM	16/272,180	2/11/2019
SPINAL FACET CAGE IMPLANT	16/231,259	12/21/2018
SPINAL IMPLANT AND METHODS OF USING THE SAME	16/314,331	12/28/2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ENTRUS	87933659/5723740	05/23/2018
FUSEBOX	87577141/5471488	08/21/2017
CAVUX	87375477/5271358	03/17/2017
ALLY	87375473/5271357	3/17/2017
DTRAX	87375466/5322967	03/17/2017
	87375458/5306260	03/17/2017
ALLY	87310319/5270544	01/23/2017
CAVUX	86786467/5196437	10/13/2015
DTRAX	85115258/4176247	08/25/2010