

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riverpoint Medical, LLC		09/03/2021	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as collateral agent		
Street Address:	191 N Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88679353	SPECTRA	
Serial Number:	88710581	SPECTRA	
Serial Number:	88713456	XPASS	
Serial Number:	90037260	FLYLOCK	
Serial Number:	90040030	SNAKEBRAID	
Serial Number:	90268926	FORCEFLEX	
Serial Number:	90281077	ORTHOTIP	
Serial Number:	90281072	MAXTIP	
Serial Number:	90795391	ECOCOLLAR	
Serial Number:	88634176	RIVERPRO	
Serial Number:	88589446	MEDLED	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		

CH \$290.00 88679353

Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	342663-256
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/03/2021
Total Attachments: 7 source=NXT_Riverpoint - IP Security Agreement (Executed)#page1.tif source=NXT_Riverpoint - IP Security Agreement (Executed)#page2.tif source=NXT_Riverpoint - IP Security Agreement (Executed)#page3.tif source=NXT_Riverpoint - IP Security Agreement (Executed)#page4.tif source=NXT_Riverpoint - IP Security Agreement (Executed)#page5.tif source=NXT_Riverpoint - IP Security Agreement (Executed)#page6.tif source=NXT_Riverpoint - IP Security Agreement (Executed)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of September 3, 2021 among Riverpoint Medical, LLC, an Oregon limited liability company (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”) and NXT Capital, LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Runway Buyer, LLC, a Delaware limited liability company (“**Holdings**”), Riverpoint Medical, LLC, an Oregon limited liability company (“**Borrower**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), NXT Capital, LLC, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to (i) that certain Credit Agreement dated as of June 21, 2019 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”) and (ii) that certain First Amendment dated as of even date herewith.
- (B) Grantors are party to that certain Pledge and Security Agreement, dated as of June 21, 2019 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the First Amendment, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Patents owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all Trademarks owned by any Grantor, including those referred to on Schedule II hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark or Patent owned by any Grantor;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or Patent or (ii) injury to the goodwill associated with any Trademark or Patent.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

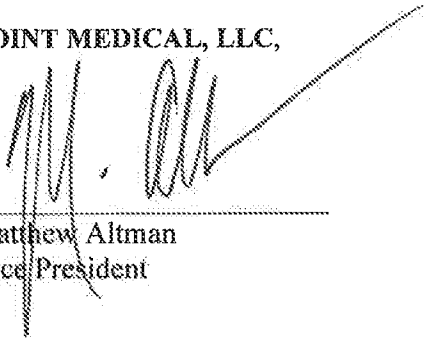
SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

RIVERPOINT MEDICAL, LLC,
as Grantor

A handwritten signature in black ink, appearing to read 'M. Altman', is written over a horizontal dotted line. The signature is stylized and extends above and below the line.

By:

Name: Matthew Altman

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007412 FRAME: 0893

ACCEPTED AND AGREED:

NXT CAPITAL, LLC,
as the Collateral Agent

By: *Dylan Hoyer*
Name: Dylan Hoyer

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007412 FRAME: 0894

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS AND APPLICATIONS

PATENTS			
Title	Jurisdiction	Patent Number & Owner	Issued Date
Medical Headlamp Optics	USA	20140334132 Riverpoint Medical, LLC	11/13/14
SUTURE MATERIAL HAVING BENEFICIAL PHYSICAL PROPERTIES	USA	20150258238 Riverpoint Medical, LLC	9/17/15
METHOD OF PERFORMING A TENDON REPLACEMENT	USA	20210137515 Riverpoint Medical, LLC	5/13/21
Battery holder assembly	USA	D918133 Riverpoint Medical, LLC	5/4/21
Headlamp assembly	USA	10955125 Riverpoint Medical, LLC	3/23/21
METHOD OF MAKING A CONTINUOUS LOOP	USA	20210068942 Riverpoint Medical, LLC	3/11/21
Vision enhancing light clip	USA	10941933 Riverpoint Medical, LLC	3/9/21
Headlamp assembly	USA	10928049 Riverpoint Medical, LLC	2/23/21
HEADBAND HAVING SUSPENDED COMFORT ELEMENT	USA	20200405001 Riverpoint Medical, LLC	12/31/20
Color Tunable Medical Headlamp Bezel	USA	20200337130 Riverpoint Medical, LLC	10/22/20
SUTURE AND SOFT ANCHOR ASSEMBLY AND METHOD OF MAKING THE SAME	USA	20200107828 Riverpoint Medical, LLC	4/9/20
MEDICAL HEADLAMP OPTICAL ARRANGEMENT	USA	20200030053 Riverpoint Medical, LLC	1/30/20

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS						
Country or Jurisdiction	Mark	Status	Application Number	Class Number, Description of Goods/Services	Reg. # Owner	Registration or Application Date
USPTO	SPECTRA Standard Character Mark	Registered	88/679,353	IC 010 G&S: Surgical headlights	6,229,560 Medical, LLC	Reg. Date: 12/22/2020
USPTO	SPECTRA (design)	Registered	88/710,581	IC 010 G&S: Surgical Headlights	6,310,084 Riverpoint Medical, LLC	Reg. Date: 3/30/2021
USPTO	XPASS Standard Character Mark	Registered	88/713,456	IC 010 G&S: Suture constructs, namely, a suture with a stiff round portion and a flat flexible portion, to aid in threading into a device adapted to bind tissue without cutting into the tissue	6,252,664 Riverpoint Medical, LLC	Reg. Date: 1/19/2021
USPTO	FLYLOCK Standard Character Mark	Allowed	90/037,260	IC 010 G&S: Surgical implants comprising artificial material, namely, Anterior Cruciform Ligament Graft Suspension Kit	Riverpoint Medical, LLC	App. Date: 7/6/2020
USPTO	SNAKEBRAID Standard Character Mark	Allowed	90/040,030	IC 010 G&S: Sutures	Riverpoint Medical, LLC	App. Date: 7/7/2020
USPTO	FORCEFLEX Standard Character Mark	Registered	90/268,926	IC 010 G&S: stainless steel sternotomy sutures	6,472,909 Riverpoint Medical, LLC	Reg. Date: 08/31/2021
USPTO	ORTHOTIP Standard Character Mark	Allowed	90/281,077	IC 010 G&S: Sutures having a hardened tip for easier threading into a deployment device	Riverpoint Medical, LLC	App. Date 10/27/2020

TRADEMARKS

Country or Jurisdiction	Mark	Status	Application Number	Class Number, Description of Goods/Services	Reg. # Owner	Registration or Application Date
USPTO	MAXTIP Standard Character Mark	Allowed	90/281,072	IC 010 G&S: Sutures having a hardened tip for easier threading into a deployment device	Riverpoint Medical, LLC	App. Date: 10/27/2020
USPTO	ECOCOLLAR	Pending	90795391		Riverpoint Medical, LLC	App. Date: 6/25/2021
USPTO	RIVERPRO	Registered	88634176		6007998 Riverpoint Medical, LLC	Reg. Date: 3/10/2021
USPTO	MEDLED	Registered	88589446		6036525 Riverpoint Medical, LLC	Reg. Date: 4/21/2020