

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tracpatch Health, Inc. f/k/a Consensus Orthopedics, Inc.		09/13/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5525290	TRACPATCH	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Rachel Fleeson 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:	Rachel Fleeson of Hogan Lovells US LLP		
SIGNATURE:	/rsf/		
DATE SIGNED:	09/20/2021		
Total Attachments: 9			
source=MidCap _ Consensus _ Reaffirmation Agreement - TM#page1.tif			
source=MidCap _ Consensus _ Reaffirmation Agreement - TM#page2.tif			
source=MidCap _ Consensus _ Reaffirmation Agreement - TM#page3.tif			
source=MidCap _ Consensus _ Reaffirmation Agreement - TM#page4.tif			

CH \$40.00 5525290

source=MidCap _ Consensus _ Reaffirmation Agreement - TM#page5.tif

source=MidCap _ Consensus _ Reaffirmation Agreement - TM#page6.tif

source=MidCap _ Consensus _ Reaffirmation Agreement - TM#page7.tif

source=MidCap _ Consensus _ Reaffirmation Agreement - TM#page8.tif

source=MidCap _ Consensus _ Reaffirmation Agreement - TM#page9.tif

**REAFFIRMATION AGREEMENT, AMENDMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT AND FEE LETTER TERMINATION**

This **REAFFIRMATION AGREEMENT, AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT AND FEE LETTER TERMINATION** (this “**Agreement**”) is made as of this 13th day of September, 2021, by and among **TRACPATCH HEALTH, INC.**, a California corporation (f/k/a Consensus Orthopedics, Inc.) (the “**Obligor**”) and **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, as agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Lenders party to the Amended and Restated Credit Agreement (defined below). All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Credit Agreement.

WITNESSETH:

A. The Obligor, Agent and the Lenders party thereto have entered into that certain Credit and Security Agreement, dated as of April 6, 2018 (as amended by that certain Omnibus Conditional Waiver and First Amendment to Credit and Security Agreement and First Amendment to Fee Letter, dated as of September 20, 2018 (the “**First Amendment**”), that certain Conditional Waiver and Second Amendment to Credit and Security Agreement, dated as of January 3, 2019, that certain Conditional Waiver and Third Amendment to Credit and Security Agreement, dated as of April 5, 2019, that certain First Forbearance and Fourth Amendment to Credit Agreement, dated as of December 16, 2019 (as amended by that certain Amendment to First Forbearance Agreement, dated as of May 22, 2020), that certain Second Forbearance and Fifth Amendment to Credit Agreement, dated as of July 8, 2020 (as amended by that certain Amendment to Second Forbearance Agreement, dated as of July 30, 2020, by that certain Second Amendment to Second Forbearance Agreement, dated as of August 31, 2020, by that certain Third Amendment to Second Forbearance Agreement, dated as of September 30, 2020 and by that certain Fourth Amendment to Second Forbearance Agreement, dated as of October 30, 2020, by that certain Third Forbearance and Amendment to Credit Agreement, dated as of December 4, 2020 (as amended by that certain First Amendment to Third Forbearance Agreement, dated as of March 3, 2021) and by that certain Fourth Forbearance, Limited Consent and Amendment to Credit Agreement, dated as of May 14, 2021 and as further amended, supplemented, or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”), pursuant to which the Lenders party thereto made loans and other financial accommodations to the Borrower (as defined in the Existing Credit Agreement), subject to the terms and conditions set forth therein.

B. In connection with the Existing Credit Agreement, the Obligor has previously reviewed, consented to and, if applicable, executed various agreements, documents and instruments in connection with the Existing Credit Agreement, including, without limitation, all Financing Documents (excluding the Existing Credit Agreement and any separate fee letters) in effect immediately prior to giving effect to the Closing Date (collectively, the “**Existing Financing Documents**”).

C. The Obligor, Agent and the Lenders party thereto have agreed to amend and restate the Existing Credit Agreement in its entirety, without constituting a novation, pursuant to that certain Amended and Restated Credit and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Credit Agreement**”) by and among the Obligor, Agent and the Lenders party thereto.

D. Agent and Obligor are party to (i) that certain Fee Letter between Agent and Obligor, dated as of April 6, 2018 (as amended by the First Amendment and as further amended, supplemented or otherwise modified from time to time prior the date hereof, the “**Original Closing Date Fee Letter**”), and

(ii) that certain Fee Letter between Agent and Obligor, dated as of April 5, 2019 (as amended, supplemented or otherwise modified from time to time prior the date hereof, the “**Third Amendment Fee Letter**”), and Obligor has agreed to pay and Agent and Lenders have agreed to waive certain fees set forth in such Fee Letters on and subject to the terms of this Agreement.

E. The Obligor shall derive both direct and indirect benefits from the loans and other financial accommodations made pursuant to the provisions of the Amended and Restated Credit Agreement.

F. One of the conditions precedent to Agent and the Lenders entering into the Amended and Restated Credit Agreement is that the Obligor execute and deliver this Agreement, among other things, to acknowledge and agree that the Existing Financing Documents, and the liens, security interests granted and issued thereunder, secure the Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, each of the undersigned hereby agrees as follows:

1. References Contained in the Existing Financing Documents. All references in the Existing Financing Documents to the “Obligations” to Agent and the Lenders shall be deemed to refer to, without limitation, the “Obligations” of the Obligor under, pursuant to and as defined in the Amended and Restated Credit Agreement. All references in the Existing Financing Documents to the “Credit Agreement” shall be deemed to refer to the Amended and Restated Credit Agreement. All references in the Existing Financing Documents to the “Lenders” (or words of similar import) shall be deemed to refer to the Lenders under the Amended and Restated Credit Agreement.

2. Reaffirmation.

(a) In connection with the execution and delivery of the Amended and Restated Credit Agreement, the Obligor, as borrower, debtor, grantor, pledgor or assignor, as applicable, or in any other similar capacities in which such Person grants Liens or security interests in its property, as the case may be, in any case under the Existing Financing Documents, including without limitation each document to which such Obligor is a party thereto set forth on Schedule A hereto, hereby (i) ratifies and reaffirms all of its payment, performance and observance obligations and liabilities, whether contingent or otherwise, under each of such Existing Financing Documents, as amended hereby, to which it is a party, and (ii) to the extent such Obligor granted Liens on or security interests in any of its property pursuant to any such Existing Financing Documents as security for the Obligations, ratifies and reaffirms such grant of security and confirms and agrees that such Liens and security interests hereafter secure all of the Obligations of such Person under the Existing Financing Documents, as amended hereby and as amended by the Amended and Restated Credit Agreement and the other Financing Documents, in each case including, without limitation, all obligations, indebtedness and liabilities resulting from the Amended and Restated Credit Agreement, and as if each reference in such Existing Financing Documents, as amended hereby and as amended by the Amended and Restated Credit Agreement and the other Financing Documents, to the obligations, indebtedness and liabilities secured thereby are construed hereafter to mean and refer to such obligations, indebtedness and liabilities under the Amended and Restated Credit Agreement and the other Financing Documents, including, without limitation, the Existing Financing Documents, as amended hereby and as amended by the Amended and Restated Credit Agreement and the other Financing Documents.

(b) The Obligor acknowledges receipt of a copy of the Amended and Restated Credit Agreement and the Financing Documents executed and delivered in connection therewith and acknowledges that each of the Existing Financing Documents, as amended hereby, remains in full force and effect and hereby is ratified and confirmed. The execution and delivery of this Agreement, and the performance of the Obligor's obligations hereunder, shall not (i) operate as a waiver of any right, power or remedy of Agent or the Lenders, (ii) constitute a waiver of any provision of any of the Existing Financing Documents, or (iii) constitute a novation of any of the Obligations under the Existing Credit Agreement or the Financing Documents (including, without limitation, the Existing Financing Documents). The Obligor agrees that this Agreement constitutes a "Financing Document" under the Amended and Restated Credit Agreement.

3. Representations and Warranties and Amendments to the Intellectual Property Security Agreement Exhibits.

(a) The Obligor hereby confirms to Agent that the representations and warranties set forth in the Existing Financing Documents (excluding the Existing Credit Agreement), as amended by this Agreement, made by such Obligor are true and correct in all material respects on and as of the date hereof as if such representation or warranty were made on and as of the date hereof; provided, however, that (A) such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof and (B) those representations and warranties expressly referring to a specific date shall be true, correct and complete in all material respects as of such date. The Obligor hereby represents and warrants to Agent that: (i) such Person has the power and is duly authorized to enter into, deliver and perform this Agreement; (ii) upon the execution and delivery hereof, this Agreement shall be valid, binding and enforceable upon such Person in accordance with its terms (except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally); (iii) Agent has and shall continue to have, to the extent required by the Amended and Restated Credit Agreement, valid, enforceable and perfected first-priority liens, subject to Permitted Liens, on and security interests in the Collateral and all other collateral heretofore granted by the Obligor to Agent, for the benefit of Agent and each Lender, pursuant to the Financing Documents, the Existing Financing Documents or otherwise granted to or held by Agent, for the benefit of Agent and each Lender and (iv) no Default or Event of Default has occurred and is continuing.

(b) In connection herewith, the parties hereto desire to amend and restate the exhibits to that certain Intellectual Property Security Agreement, dated as of April 6, 2018 (as the same has been amended, restated, supplemented or otherwise modified, the "IPSA") between Obligor and Agent in their entirety without constituting a novation. The Obligor hereby represents and warrants to Agent, for the benefit of the Lenders, that such exhibits attached hereto as Exhibit A, Exhibit B, Exhibit C and Exhibit D accurately and completely set forth the information required pursuant to the IPSA as of the date hereof, and, notwithstanding anything to the contrary set forth herein, references in the IPSA to information in the exhibits being "as of the Closing Date" (or words of similar import) shall mean as of the date hereof. Delivery of such disclosures shall not relieve or otherwise constitute a waiver by Agent or any Lender or a cure of any Default or Event of Default under the Existing Credit Agreement resulting in connection with the matters disclosed or a breach of the underlying covenant, representation or warranty (regardless of such disclosure).

4. Payment and Waiver of Certain Fees. Obligor agrees to pay Agent, for the benefit of Lenders in accordance with their Pro Rata Shares, on the Closing Date an amount equal to \$600,000, which amount constitutes (a) the accrued portion of the exit fee set forth in Section 2 of the Original Closing Date Fee Letter as of the Closing Date and (b) the accrued portion of the Amendment Fee under

the Third Amendment Fee Letter as of the Closing Date (the sum of (a) and (b), collectively, the “**Accrued Exit Fee Amount**”). Obligor, Agent and Lenders hereby agree that the Accrued Exit Fee Amount will be capitalized as of the Closing Date and shall constitute Credit Extensions under the Credit Agreement from and following the Closing Date. Without limiting the foregoing, subject to satisfaction of the condition set forth in Article 3 of the Credit Agreement and the payment of the Accrued Exit Fee Amount, as set forth in the immediately preceding sentence, Agent and each Lender hereby waives the unaccrued portion of the Exit Fee set forth in the Original Closing Date Fee Letter and the unaccrued portion of the Amendment Fee set forth in the Third Amendment Fee Letter and agree that no amounts shall be due in respect thereof except as set forth in this Agreement.

5. No Further Amendments; Ratification of Liability; Effect. Except as amended hereby, each of the Existing Financing Documents (excluding the Existing Credit Agreement) shall remain in full force and effect in accordance with their respective terms. The Obligor hereby ratifies and confirms its liabilities, obligations and agreements under the Existing Financing Documents (excluding the Existing Credit Agreement), all as amended by this Agreement, and acknowledges that (i) the Obligor, to the best of its knowledge, has no defenses, claims or set-offs to the enforcement by Agent of such liabilities, obligations and agreements, (ii) Agent and the Lenders have fully performed all obligations to such Persons which Agent and the Lenders may have had or have on and as of the date hereof and (iii) neither Agent nor any of the Lenders waives, diminishes or limits any term, condition or covenant contained in the Existing Financing Documents (excluding the Existing Credit Agreement).

5. Successors and Assigns. This Agreement shall be binding upon the Obligor and its successors and assigns and shall inure to the benefit of Agent and the Lenders and their respective successors and assigns; all references herein to the Obligor shall be deemed to include its respective successors and assigns. The successors and assigns of such Persons shall include, without limitation, their respective receivers, trustees or debtors-in-possession.

6. Further Assurances. The Obligor hereby agrees from time to time, as and when reasonably requested by Agent, to execute and deliver or cause to be executed and delivered (or otherwise authorized), all such documents, instruments and agreements, including, without limitation, any UCC financing statements (including, without limitation, any initial financing statements or in lieu financing statements), and to take or cause to be taken such further or other action as Agent may reasonably deem necessary in order to carry out the intent and purposes of this Agreement, the Amended and Restated Credit Agreement and the other Financing Documents, in each case as amended hereby.

7. Definitions. All references to the singular shall be deemed to include the plural and vice versa where the context so requires.

8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

9. Waiver of Jury Trial. THE OBLIGOR AND AGENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE OBLIGOR AND AGENT ACKNOWLEDGE 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. THE OBLIGOR 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.

10. Indemnification. The Obligor acknowledges its indemnification obligations pursuant to Section 11.6 of the Amended and Restated Credit Agreement.

11. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter thereof.

13. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

14. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the undersigned as of the day and year first set forth above.

OBLIGOR:

TRACPATCH HEALTH, INC.

By:  (SEAL)
Name: Colleen Gray
Title: Chief Executive Officer

MidCap / Consensus / Reaffirmation Agreement

AGENT:

MIDCAP FINANCIAL TRUST, as Agent

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

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

By: _____ (SEAL)

Name: Maurice Amsellem

Title: Authorized Signatory

SCHEDULE A

1. Intellectual Property Security Agreement, dated as of April 6, 2018, by and among the Obligor and Agent, as amended, restated, supplemented or otherwise modified from time to time.
2. Subsidiary Pledge Agreement, dated as of April 6, 2018, by and among the Obligor and Agent, as amended, restated, supplemented or otherwise modified from time to time.

EXHIBIT C

Borrower that is Owner of IP	Name / Identifier of IP	Type of IP (e.g., patent, TM, ©, mask work)	Registration/Publication or Application Number	Filing Date/Expiration Date
Consensus Orthopedics Inc.	TracPatch	TM	5525290 86948340	3/22/2016

TRADEMARK

REEL: 007426 FRAME: 0199