

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION, successor to BBVA USA f/k/a COMPASS BANK		10/21/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE, HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5452562	ORTHOFEET	
Registration Number:	4420666	ORTHOFEET	
Registration Number:	5337343	ORTHO-CUSHION	
Registration Number:	4404520	A SMART STEP IN THE RIGHT DIRECTION	
Serial Number:	87330879	BIOHEELS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	51285-32910		
NAME OF SUBMITTER:	Dusan Clark		

CH \$140.00 5452562

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	10/26/2021
Total Attachments: 6 source=Orthofoot - Assignment and Assumption of IPSA 273761760_1#page1.tif source=Orthofoot - Assignment and Assumption of IPSA 273761760_1#page2.tif source=Orthofoot - Assignment and Assumption of IPSA 273761760_1#page3.tif source=Orthofoot - Assignment and Assumption of IPSA 273761760_1#page4.tif source=Orthofoot - Assignment and Assumption of IPSA 273761760_1#page5.tif source=Orthofoot - Assignment and Assumption of IPSA 273761760_1#page6.tif	

**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Assignment and Assumption”) effective as of October 21, 2021 (“Effective Date”) is made by PNC BANK, NATIONAL ASSOCIATION, successor to BBVA USA f/k/a COMPASS BANK, as assignor (“Assignor”), and SILICON VALLEY BANK, as assignee (“Assignee”).

WHEREAS, ORTHOFEET HOLDING CORPORATION, a Delaware corporation (“Holdings”), ORTHOFEET, INC., a Delaware corporation (“Borrower”), the other Loan Parties (as defined therein) party thereto from time to time, the Lenders (as defined therein) party thereto from time to time and the Assignor entered into that certain Credit Agreement, dated as of October 12, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”);

WHEREAS, in connection with the foregoing, Borrower, Holdings, and Assignor entered into that certain Intellectual Property Security Agreement, dated as of October 12, 2018, as recorded with the United States Patent and Trademark Office (“USPTO”) at Reel 6457, Frame 0296 on October 15, 2018, and which was supplemented pursuant to that certain Supplement No. 1 to Intellectual Property Security Agreement, dated as of November 12, 2018 (as supplemented or otherwise modified prior to the date hereof, “Intellectual Property Security Agreement”), as recorded with the USPTO at Reel 6481, Frame 0654 on November 14, 2018, pursuant to which Assignor received from the Grantors a security interest in certain IP Collateral, including, but not limited to, the trademarks set forth on Exhibit A hereto, including such other rights set forth in the Intellectual Property Security Agreement; and

WHEREAS, pursuant to that certain Second Amendment to Credit Agreement and Omnibus Amendment to Loan Documents, dated as of the date hereof, by and among Assignor as resigning agent and Assignee as succeeding agent, among other parties (the “Second Amendment”), Assignor has assigned and transferred to Assignee all of its rights, powers, privileges, responsibilities, duties, liens, security interests and obligations under the Credit Agreement (including, without limitation, Assignor’s liens and security interests in the IP Collateral).

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Intellectual Property Security Agreement.
2. Assignor hereby assigns and transfers to Assignee without recourse, warranty or representation, express or implied, all of its rights, title and interest in, to and under the Intellectual Property Security Agreement and the IP Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request that

the Commissioner of Patents and Trademarks or any other applicable United States government officer record this Assignment and Assumption at the USPTO.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Second Amendment, which is hereby incorporated by reference herein. The provisions of the Second Amendment shall supersede and control over any conflicting or inconsistent provision herein.
5. GOVERNING LAW. THIS ASSIGNMENT AND ASSUMPTION 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 ASSIGNMENT AND ASSUMPTION AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
6. This Assignment and Assumption may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

[Remainder of Page Intentionally Left Blank]

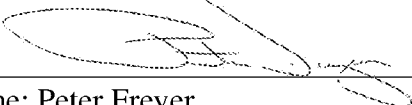
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

PNC BANK, NATIONAL ASSOCIATION,
successor to BBVA USA, as the resigning
Administrative Agent, as Assignor

By: *Jordan Azar*
Name: Jordan Azar
Title: Vice President

ACCEPTED AND AGREED AS OF THE
DATE FIRST WRITTEN ABOVE:

SILICON VALLEY BANK, as Assignee

By: 
Name: Peter Freyer
Title: Managing Director

ACKNOWLEDGED AND AGREED AS OF
THE DATE FIRST WRITTEN ABOVE:

ORTHOFEET, INC.

By: Aharon Bar

Name: Aharon Bar
Title: Chief Executive Officer

ORTHOFEET HOLDING CORPORATION.

By: Aharon Bar

Name: Aharon Bar
Title: Chief Executive Officer

EXHIBIT A
IP COLLATERAL
TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>	<u>Owner Name</u>
China	ORTHOFEET	5910698	02/12/2007	5910698	02/21/2010	Registered	Orthofeet, Inc.
United States	ORTHOFEET	86/614962	09/20/2017	5452562	04/24/2018	Registered	Orthofeet, Inc.
United States	ORTHOFEET (design)	85/701056	08/10/2012	4420666	10/22/2013	Registered	Orthofeet, Inc.
United States	ORTHO-CUSHION	87/331340	02/10/2017	5337343	11/14/2017	Registered	Orthofeet, Inc.
United States	A SMART STEP IN THE RIGHT DIRECTION	85/679865	07/18/2012	4404520	09/17/2013	Registered	Orthofeet, Inc.

TRADEMARK APPLICATIONS

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Application Filing Date</u>	<u>Owner</u>
United States	BIOHEELS	87330879	02/09/2017	OrthoFeet, Inc.