

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOVUM MEDICAL, INC.		11/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DSM VENTURING B.V.		
Street Address:	URMONDERBAAN 22		
City:	6167 RD GELEEN		
State/Country:	NETHERLANDS		
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90453583	NOVUM	
CORRESPONDENCE DATA			
Fax Number:	6173459020		
<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:	617-345-9000		
Email:	tmdocket@hinckleyallen.com		
Correspondent Name:	Alexander P. Montgomery		
Address Line 1:	28 State Street, 30th Floor		
Address Line 2:	Hinckley, Allen & Snyder, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	067577-0177753		
NAME OF SUBMITTER:	Alexander P. Montgomery		
SIGNATURE:	/Alexander P. Montgomery/		
DATE SIGNED:	12/01/2021		
Total Attachments: 5			
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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Amendment**”), dated as of November 30, 2021, is made by and between NOVUM MEDICAL, INC. (formerly known as Bio2 Technologies, Inc.), a Delaware corporation (the “**Grantor**”), and DSM VENTURING B.V., a Dutch *besloten vennootschap* with an address of Urmonderbaan 22, 6167 RD Geleen, The Netherlands, as collateral agent (the “**Collateral Agent**”).

WHEREAS, the Grantor and Collateral Agent are parties to: (a) that certain Securities Purchase Agreement dated as of December 8, 2020 (the “**Purchase Agreement**”) with the purchasers parties thereto (together with the Collateral Agent, the “**Purchasers**”), in connection therewith the Grantor delivered those certain Secured Convertible Promissory Notes to the Purchasers (the “**Notes**”), and (b) that certain Intellectual Property Security Agreement dated as of December 8, 2020, in favor of Collateral Agent for itself and the other Purchasers, as secured parties, and recorded with the United States Patent and Trademarks Office on December 8, 2020 at Reel 7126, Frame 0789 (the “**IP Security Agreement**” and together with the Purchase Agreement and the Notes, the “**Security Documents**”); and

WHEREAS, the Grantor is executing and delivering this Amendment for the purpose of recording and confirming the grant of the security interest in Additional IP Collateral (as defined below) in favor of the Collateral Agent.

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Documents, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, the terms used herein have the meaning given to them in the IP Security Agreement.
2. **Amendment.** Schedule 1 and Schedule 2 of the IP Security Agreement are hereby amended to include the following additional Patents and Trademarks (the “**Additional IP Collateral**”):

Schedule 1 Patents

Filing Date	Serial No	Country	Title	Publication No	Publication Date	Issue Date	Patent No
7/8/10	107978314	DE	Devices and Methods for Tissue Engineering			11/21/18	2453936
7/8/10	107978314	FI	Devices and Methods for Tissue Engineering			11/21/18	2453936
7/8/10	107978314	FR	Devices and Methods for Tissue Engineering			11/21/18	2453936
7/8/10	107978314	GB	Devices and Methods for Tissue Engineering			11/21/18	2453936

7/8/10	107978314	IE	Devices and Methods for Tissue Engineering			11/21/18	2453936
6/18/21	63/212,550	US	Composite Bioinert Metal Fiber-Glass Fiber Orthopedic Implants				
8/5/21	63/229,793	US	Resorbable Surface Enhancement of a Porous Coating				
10/11/21	63/254,240	US	Composite Silicon Nitride Fiber – Glass Fiber Orthopedic Implants				

Schedule 2 Trademarks

U.S. Trademarks:

Serial No.	Registration No.	Mark
90/453,583		NOVUM

Foreign Trademarks:

Serial No.	Country	Mark
1603087	EU	NOVUM
1603087	CN	NOVUM
1603087	UK	NOVUM

3. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Collateral Agent (for its own benefit and the benefit of the Purchasers) under the Security Documents and as further security for the payment or performance, as the case may be, in full of the Grantor’s obligations to the Purchasers, the Grantor hereby ratifies such security interest previously granted in the IP Collateral under the Security Documents and grants to the Collateral Agent (for its own benefit and the benefit of the other Purchasers) a continuing security interest, in all of the present and future right, title and interest of Grantor in, to and under the Additional IP Collateral.

4. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Amendment upon requested by Collateral Agent.

5. Remaining Provisions; Effect. Except to the extent expressly amended hereby, all of the terms, provisions and conditions of the IP Security Agreement are hereby ratified and confirmed and shall remain in full force and effect. From and after the effectiveness of this Amendment, the words “IP Collateral” shall mean and include the IP Collateral and the Additional IP Collateral.

6. Transaction Documents. This Amendment has been entered into pursuant to and in conjunction with the Security Documents, which is hereby incorporated by reference. The provisions of the Security Documents shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral, as amended by this Amendment, are as provided by the Security Documents and related documents, and nothing in this Amendment shall be deemed to limit such rights and remedies.

7. Execution in Counterparts. This Amendment 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 Amendment by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Amendment.

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

9. Governing Law. This Amendment 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 Amendment and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Signatures on Following Pages

IN WITNESS WHEREOF, the Grantor has caused this First Amendment to Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

NOVUM MEDICAL, INC.

DocuSigned by:
By: Thomas A. Afzal
Name: Thomas A. Afzal
Title: CEO

Acknowledged and Agreed:

DSM VENTURING B.V.
as Collateral Agent

By: _____
Name: Pieter Wolters
Title: Director

By: _____
Name: Hans Vossen
Title: Director

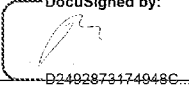
IN WITNESS WHEREOF, the Grantor has caused this First Amendment to Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

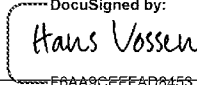
NOVUM MEDICAL, INC.

By: _____
Name:
Title:

Acknowledged and Agreed:

DSM VENTURING B.V.
as Collateral Agent

By:  _____
Name: Pieter Wolters
Title: Director

By:  _____
Name: Hans Vossen
Title: Director