

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM750616

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Xybion Medical Systems Corporation		08/16/2022	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Bank of Canada		
<b>Street Address:</b>	805 W. Pender Street		
<b>Internal Address:</b>	2nd Floor		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6C 1K6		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3788367	PRISTIMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6137839690		
<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>			
<b>Phone:</b>	6137839644		
<b>Email:</b>	anna.clark@dentons.com		
<b>Correspondent Name:</b>	Anna Clark		
<b>Address Line 1:</b>	99 Bank Street		
<b>Address Line 2:</b>	Suite 1420		
<b>Address Line 4:</b>	Ottawa, CANADA K1P 1H4		
<b>NAME OF SUBMITTER:</b>	Anna Clark		
<b>SIGNATURE:</b>	/Anna Clark/		
<b>DATE SIGNED:</b>	08/23/2022		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of August 16, 2022, by **XYBION MEDICAL SYSTEMS CORPORATION**, a company subsisting under the laws of New Jersey (together with its successors and permitted assigns, "Grantor"), in favor of **NATIONAL BANK OF CANADA** (together with its successors and assigns, "Lender").

### RECITALS

- A. Pursuant to that certain Credit Agreement dated as of August 16, 2022 (as amended, restated, supplemented, renewed, extended, modified or otherwise replaced from time to time, the "**Credit Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement), among Xybio Digital Inc., as borrower ("Borrower"), certain affiliates as guarantors, including Grantor, as guarantor, and Lender, as lender, Lender has agreed to make certain non-revolving loans (the "Loans") to Borrower pursuant to the terms and conditions thereof.
- B. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby agrees in favor of Lender as follows:

### AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the payment and performance of the Secured Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property"):
- a. any and all copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "Copyrights");
  - b. all patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, "Patents");
  - c. any trademark and servicemark rights of Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the "Trademarks");
  - d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;
  - e. any and all source code;
  - f. any and all design rights which may be available to Grantor;
  - g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and

- h. all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.
2. Grantor hereby confirms that the attached Exhibits of Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof, and that Grantor has no Copyrights, Patents or Trademark applications and registrations, which have been registered or filed with the Canadian Intellectual Property Office.
  3. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.
  4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means shall be effective as delivery of an original executed counterpart of such Loan Document. Delivery of an executed counterpart of a signature page of this Agreement, or any certificate delivered thereunder, by fax transmission or e-mail transmission (e.g. "pdf" or "tif") or other electronic means (including electronic signature system providers such as DocuSign, Inc.) shall be effective as delivery of a manually executed counterpart of this Agreement or certificate.
  5. This Agreement is a Loan Document and 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 undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

**XYBION MEDICAL SYSTEMS CORPORATION**

DocuSigned by:

*Pradip Banerjee*

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Name: Pradip K. Banerjee

Title: CEO

EXHIBIT A

COPYRIGHTS

NIL.

EXHIBIT B

PATENTS

NIL.

EXHIBIT C

TRADEMARKS

<b>Mark/SN/RN</b>	<b>Status/Key Dates</b>	<b>Owner Information</b>
<p><u>PRISTIMA</u> RN: 3788367 SN: 77669262</p>	<p><b>Registered</b> Int'l Class: 09 First Use: August 31, 2009 Filed: February 12, 2009 Registered: May 11, 2010 Last Renewal: May 11, 2020 Register Type: Principal Register</p>	<p>Xybion Medical Systems Corporation (New Jersey Corporation) 2000 Lenox Drive, Suite 101, Lawrenceville, New Jersey 08648 United States of America</p>