

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intellijoint Surgical Inc.		10/18/2022	Corporation:

RECEIVING PARTY DATA

Name:	BDC Capital Inc.
Street Address:	137 Glasgow St., Suite 355
City:	Kitchener
State/Country:	CANADA
Postal Code:	N2G 4X8
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	90874293	INTELLIJOINT CARE
Serial Number:	90874283	INTELLIJOINT VIEW
Serial Number:	88793897	INTELLIJOINT NAVIGATION SYSTEM
Registration Number:	4991132	INTELLIJOINT SURGICAL
Registration Number:	4925001	INTELLIJOINT HIP
Registration Number:	4920357	INTELLIJOINT
Registration Number:	4777928	INTELLIJOINT HIP
Registration Number:	4736066	INTELLIJOINT
Registration Number:	6229084	INTELLIJOINT KNEE
Registration Number:	6383119	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 416-218-1766

Email: irinav@chaitons.com

Correspondent Name: Irina Voznyak

Address Line 1: 5000 Yonge St., 10th floor

Address Line 4: Toronto, CANADA M2N 7E9

OP \$265.00 90874293

NAME OF SUBMITTER:	Irina Voznyak
SIGNATURE:	/Irina Voznyak/
DATE SIGNED:	10/20/2022
Total Attachments: 10 source=Patent and Trademark Security Agreement - US Patents and Trademarks (final compiled) CF1682301286#page1.tif source=Patent and Trademark Security Agreement - US Patents and Trademarks (final compiled) CF1682301286#page2.tif source=Patent and Trademark Security Agreement - US Patents and Trademarks (final compiled) CF1682301286#page3.tif source=Patent and Trademark Security Agreement - US Patents and Trademarks (final compiled) CF1682301286#page4.tif source=Patent and Trademark Security Agreement - US Patents and Trademarks (final compiled) CF1682301286#page5.tif source=Patent and Trademark Security Agreement - US Patents and Trademarks (final compiled) CF1682301286#page6.tif source=Patent and Trademark Security Agreement - US Patents and Trademarks (final compiled) CF1682301286#page7.tif source=Patent and Trademark Security Agreement - US Patents and Trademarks (final compiled) CF1682301286#page8.tif source=Patent and Trademark Security Agreement - US Patents and Trademarks (final compiled) CF1682301286#page9.tif source=Patent and Trademark Security Agreement - US Patents and Trademarks (final compiled) CF1682301286#page10.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of October 18, 2022, is made by and between INTELLIJOINT SURGICAL INC., having a business location at the address set forth below next to its signature (the "Debtor"), and BDC CAPITAL INC. ("BDCC"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and BDCC are parties to a letter of offer of financing dated August 26, 2022 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), setting forth the terms on which BDCC may now or hereafter extend credit to or for the account of Debtor.

B. To secure the payment and performance of all of the indebtedness, liabilities and obligations incurred by Debtor, or to be incurred by Debtor, to and in favour of BDCC, Debtor has entered into, *inter alia*, a general security agreement in favour of BDCC dated as of the date hereof (the "**General Security Agreement**");

C. As a condition to extending credit to or for the account of Debtor, BDCC has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the General Security Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Exhibit A (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.

"Patent and Trademark Collateral" has the meaning given in Section 2.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by

the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, collaterally assigns and pledges to BDCC a continuing security interest (the "Security Interest") in the Debtor's Patents and Trademarks and all products and proceeds thereof (collectively, the "Patent and Trademark Collateral"), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to BDCC herein are granted in furtherance, and not in limitation of, the security interests granted to the BDCC pursuant to the Credit Agreement and General Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Credit Agreement or the General Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of BDCC with respect to the Patent and Trademark Collateral are more fully set forth in the Credit Agreement and the General Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement, the Credit Agreement or the General Security Agreement, the terms of the Credit Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by BDCC and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by BDCC to exercise any right, remedy, or option under this Agreement, or delay by BDCC in exercising the same, will operate as a waiver thereof. No waiver by BDCC will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of BDCC under this Agreement shall be cumulative. No exercise by BDCC of one right or remedy shall be deemed an election, and no waiver by BDCC shall be deemed a continuing waiver. All notices to be given to Debtor or BDCC under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND BDCC HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND BDCC REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS

AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT AND THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT, AND THE RIGHTS OF THE PARTIES, AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

809 Wellington St. N, Unit 2
Kitchener, Ontario
N2H 5L6
Attention: Armen Bakirtzian


INTELLIJOINT SURGICAL INC.

By: _____
Name: Armen Bakirtzian
Title: CEO


By: _____
Name: Richard Fanson
Title: CSO

137 Glasgow St., Suite 355
Kitchener, Ontario
N2G 4X8
Attention: Mark Lunick

BDC CAPITAL INC.

 E-SIGNED by Mark Lunick
on 2022-10-17

By: _____
Name: _____
Title: _____

 E-SIGNED by Duncan Robinson
on 2022-10-17

By: _____
Name: _____
Title: _____

CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND BDC REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT AND THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT, AND THE RIGHTS OF THE PARTIES, AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

809 Wellington St. N, Unit 2
Kitchener, Ontario
N2H 5L6
Attention: Armen Bakirtzian

INTELLIJOINT SURGICAL INC.

DocuSigned by:
Armen Bakirtzian
By: _____
Name: Armen Bakirtzian
Title: CEO

DocuSigned by:
Richard Fanson
By: _____
Name: Richard Fanson
Title: CSO

137 Glasgow St., Suite 355
Kitchener, Ontario
N2G 4X8
Attention: Mark Lunick

BDC CAPITAL INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Filing Date</u>
Method and system for aligning a prosthesis during surgery using active sensors	8588892	2012-01-26
Method and system for aligning a prosthesis during surgery using active sensors	10441435	2013-11-24
Method and system for aligning a prosthesis during surgery using active sensors	10932921	2020-06-15
Method and system for aligning a prosthesis during surgery using active sensors	10682242	2019-09-17
Method and system for aligning a prosthesis during surgery	9138319	2011-12-16
Method and system for aligning a prosthesis during surgery	10117748	2015-07-15
Method and System for Aligning a Prosthesis During Surgery	11229520	2018-11-05
Computer-assisted joint replacement surgery and navigation systems	9314188	2012-04-12
Computer-assisted joint replacement surgery and patient-specific jig systems	9987092	2013-06-20
Sterile optical sensor system having an adjustment mechanism	9168103	2010-10-17
System and method for intra-operative leg position measurement	9247998	2013-04-15
Sterile optical sensor system having an adjustment mechanism	9655749	2016-01-07
Systems and methods to compute a positional change between two bones	10194996	2017-04-26
Systems and Methods to compute a positional change between two bones	10881468	2019-01-08
Systems, methods and devices for anatomical registration and surgical localization	9603671	2016-05-06

Devices, systems and methods for natural feature tracking of surgical tools and other objects	10682185	2017-04-27
Systems, methods and devices for calculating hip center of rotation, adjusting parameters of joint preplacement for pelvic tilt and calculating leg length and offset	10716628	2016-10-28
Systems, methods and devices for image registration and surgical localization	9713506	2017-02-06
Systems, methods and devices to measure and display inclination and track patient motion during a procedure	10034715	2017-07-21
Systems, methods and devices to measure and display inclination and track patient motion during a procedure	10786312	2018-07-16
Systems, methods and devices to measure and display inclination and track patient motion during a procedure	10898278	2020-05-11
Systems and methods for tracker characterization and verification	10223798	2017-05-26
Systems and methods for tracker characterization and verification	10438359	2019-01-22
Systems and methods for tracker characterization and verification	10650536	2019-10-03
Systems and methods for tracker characterization and verification	11321849	2020-05-11
Systems and Methods for soft tissue navigation	11160610	2018-02-07
Cutting tools, systems and methods for navigated bone alterations	10702344	2018-04-13
Systems and methods for surgical navigation with a tracker instrument	11259878	2018-05-29
System and method for preoperative planning for total hip arthroplasty	11318025	2020-04-06
System, method and apparatus for automatic	11007013	2019-05-02

registration in computer assisted bone milling surgery

Systems, devices and methods for bone reorientation 11176667 2020-01-14

Camera shroud D746352

PATENT APPLICATIONS

<u>Title</u>	<u>Application Number</u>	<u>Date Filed</u>
METHOD AND SYSTEM FOR ALIGNING A PROSTHESIS DURING SURGERY	17/558151	2021-12-21
SYSTEMS AND METHODS TO COMPUTE A POSITIONAL CHANGE BETWEEN TWO BONES	17/115684	2020-12-08
DEVICES, SYSTEMS AND METHODS FOR NATURAL FEATURE TRACKING OF SURGICAL TOOLS AND OTHER OBJECTS	16/901730	2020-06-15
SYSTEMS AND METHODS FOR DETERMINING A JOINT CENTER OF ROTATION DURING A PROCEDURE	16/933519	2020-07-20
SYSTEMS, METHODS AND DEVICES TO MEASURE AND DISPLAY INCLINATION AND TRACK PATIENT MOTION DURING A PROCEDURE	17/143791	2021-01-07
SYSTEMS, METHODS AND DEVICES TO SCAN 3D SURFACES FOR INTRA-OPERATIVE LOCALIZATION	16/097410	2018-10-29
SYSTEMS AND METHODS FOR SURGICAL NAVIGATION, INCLUDING IMAGE-GUIDED NAVIGATION OF A PATIENTS'S HEAD	16/331236	2019-03-07
TRACING PLATFORMS AND INTRA-OPERATIVE SYSTEMS AND METHODS USING SAME	15/919777	2018-03-13
SYSTEMS AND METHODS FOR AUGMENTED REALITY DISPLAY IN NAVIGATED	16/494540	2019-09-16

SURGERIES

CUTTING TOOLS, SYSTEMS AND METHODS FOR NAVIGATED BONE ALTERATIONS	16/920955	2020-07-06
SYSTEMS AND METHODS FOR SURGICAL NAVIGATION WITH A TRACKER INSTRUMENT	17/585292	2022-01-26
SYSTEMS AND METHODS FOR SURGICAL NAVIGATION WITH A TRACKER INSTRUMENT	17/681641	2022-02-25
SYSTEM AND METHOD FOR SURGICAL PLANNING	16/177948	2018-11-01
OPERATING ROOM REMOTE MONITORING	16/965971	2020-07-29
SYSTEM AND METHOD TO REGISTER ANATOMY WITHOUT A PROBE	16/562794	2019-09-06
METHODS AND SYSTEMS FOR SURGICAL NAVIGATION AND DEVICES FOR SURGERY	17/291526	2019-11-06
PRE-OPERATIVE PLANNING FOR REORIENTATION SURGERY: SURFACE-MODEL-FREE APPROACH USING SIMULATED X-RAYS	16/712266	2019-12-12
COMPUTER ASSISTED SURGERY SYSTEM AND METHOD TO PROCESS AND COMMUNICATE PLANNING DATA	17/438109	2020-03-05
SYSTEMS AND METHODS FOR COMPUTER ASSISTED FEMORAL SURGERY	17/610865	2021-11-12
SYSTEMS AND METHODS FOR THE SAFE TRANSFER AND VERIFICATION OF SENSITIVE DATA	17/621291	2021-12-21
SYSTEMS AND METHODS FOR PLANNING AND PERFORMING A COMPUTER ASSISTED PROCEDURE	16/904907	2020-06-18
SYSTEMS AND METHODS TO COLLABORATE, TO TRAIN AND EXPERT SYSTEM AND TO PROVIDE AN EXPERT SYSTEM	17/632029	

AUTO-TRACKER CHARACTERIZATION WITH ROBOTICS APPLICATIONS	17/122326	2020-12-15
ACTIVE TARGETS FOR TRACKING, AND METHODS FOR ASSEMBLING AND USING THE SAME	17/666849	2022-02-08
SYSTEMS AND METHODS TO PERFORM ROBOTIC RETRACTION AND ROBOTIC DISTRACTION	17/591073	
TARGETS FOR TRACKING, AND SYSTEMS AND METHODS FOR TRACKING THE TARGETS	17/688848	2022-03-07
SYSTEMS, TARGETS, AND METHODS FOR OPTICAL REGISTRATION OF TOOLS	17/716600	2022-04-08
TRACKER MOUNTING APPARATUS WITH KINEMATIC INTERFACES	63/302680	2022-01-25
APPARATUS AND METHODS FOR DETERMINING AN OPTIMIZED IMPLANT POSITION USING A KINEMATIC AND INVERSE DYNAMICS MODEL AND APPLYING MOTION CAPTURE DATA	63/343955	2022-05-19

EXHIBIT BUNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKSREGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
INTELLIJOINT SURGICAL	4991132	July 5, 2016
INTELLIJOINT HIP	4925001	March 29, 2016
INTELLIJOINT	4920357	March 22, 2016
INTELLIJOINT HIP	4777928	July 21, 2015
INTELLIJOINT	4736066	May 12, 2015
INTELLIJOINT KNEE	6229084	December 22, 2020
INTELLIJOINT logo	6383119	June 15, 2021

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Intellijoint Care	90874293	August 10, 2021
Intellijoint View	90874283	August 10, 2021
Intellijoint Navigation System	88793897	February 12, 2020

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

None.