

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776220

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Security Interest (Term)
<b>RESUBMIT DOCUMENT ID:</b>	900728476

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TREACE MEDICAL CONCEPTS, INC.		04/29/2022	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	MIDCAP FINANCIAL TRUST
<b>Street Address:</b>	7255 Woodmont Ave., Suite 200
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	Statutory Trust: DELAWARE

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4969221	A STEP AHEAD IN FOOT AND ANKLE SURGERY
<b>Registration Number:</b>	4965818	CONTROL 360
<b>Registration Number:</b>	5968431	FAST GRAFTER
<b>Registration Number:</b>	5115724	LAPIPLASTY
<b>Registration Number:</b>	5087675	PLANTAR PYTHON
<b>Registration Number:</b>	6342714	SPEEDSEEKER
<b>Registration Number:</b>	5115111	TREACE MEDICAL CONCEPTS
<b>Registration Number:</b>	5100983	TREACE MEDICAL CONCEPTS, INC.
<b>Registration Number:</b>	6661180	FASTPITCH
<b>Serial Number:</b>	97273558	3-N-1
<b>Serial Number:</b>	90660090	ADDUCTOPLASTY
<b>Serial Number:</b>	88205984	ALIGN MY TOE
<b>Serial Number:</b>	88205958	FIX IT RIGHT THE FIRST TIME
<b>Serial Number:</b>	88796948	LAPIDESIS
<b>Serial Number:</b>	88796963	LAPIFIX
<b>Serial Number:</b>	88796975	LAPIFORCE
<b>Serial Number:</b>	88796986	LAPIGRAFTER
<b>Serial Number:</b>	90798012	MINI3D

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	97326120	NANOPLASTY
Serial Number:	90621593	ROCKETFIX
Serial Number:	97282199	S4A
Serial Number:	97273569	SA4
Serial Number:	97276934	SPEEDRELEASE
Serial Number:	88205976	THE FUTURE OF HALLUX VALGUS SURGERY
Serial Number:	90450852	THE LEADER IN HALLUX VALGUS SURGERY
Serial Number:	90660097	TOELOC HAMMERTOES FIXATION SYSTEM
Serial Number:	97273580	TRITOME
Serial Number:	90623418	3D BUNION CORRECTION
Serial Number:	90623428	3D BUNION CORRECTION

**CORRESPONDENCE DATA**

**Fax Number:** 7036106200

*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:** 7036106100

**Email:** DCTrademark@hoganlovells.com

**Correspondent Name:** Greta D. Feldman 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

<b>NAME OF SUBMITTER:</b>	Greta D. Feldman of Hogan Lovells US LLP
<b>SIGNATURE:</b>	/Greta D. Feldman/
<b>DATE SIGNED:</b>	12/23/2022

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 29th day of April, 2022 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent"), **TREACE MEDICAL CONCEPTS, INC.**, a Delaware corporation ("Treace"), and together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement (Term Loan), by and between Agent, the Lenders, the Grantors, and the other Credit Parties party thereto dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part

of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Patents");

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Trademarks");

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent to use" trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use application shall constitute Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER

SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR 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 INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES 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. EACH GRANTOR 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.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

Unless otherwise specifically provided herein, any notice hereunder shall be in writing and may be personally served or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of telefacsimile or electronic mail, or three (3) Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties hereto shall be as follows:

If Agent: MidCap Financial Trust  
c/o MidCap Financial Services, LLC, as servicer  
7255 Woodmont Ave, Suite 300  
Bethesda, MD 20814  
Attn: Account Manager for Treace transaction  
Facsimile: 301-941-1450  
Email: notices@midcapfinancial.com

With a copy to:

MidCap Financial Trust  
c/o MidCap Financial Services, LLC, as servicer  
7255 Woodmont Ave, Suite 300  
Bethesda, MD 20814  
Attn: Legal  
Facsimile: 301-941-1450  
Email: legalnotices@midcapfinancial.com

If to a Grantor:

Treace Medical Concepts, Inc.  
203 Fort Wade Road, Suite 150  
Ponte Vedra, FL 32081  
Attention: Chief Financial Officer and Chief Legal Officer  
Email: [mhair@treace.net](mailto:mhair@treace.net); [jfrias@treace.net](mailto:jfrias@treace.net)

or as may be designated by such party in a written notice to all of the other parties complying as to delivery with the terms of this paragraph.


The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

TREACE MEDICAL CONCEPTS, INC.

By:   
Name: Mark Hair  
Title: Chief Financial Officer

**AGENT:**

**MIDCAP FINANCIAL TRUST**

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

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

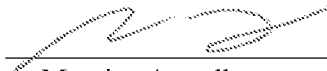
By:   
Name: Maurice Amsellem  
Title: Authorized Signatory




EXHIBIT C

Trademarks

<u>Owner Name</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration. No/ Serial No./ Application No.</u>	<u>Application Date</u>	<u>Registration Date</u>
Treace Medical Concepts , Inc.	U.S.	3-N-1	SN: 97273558	18-Feb-2022	
Treace Medical Concepts , Inc.	U.S.	A STEP AHEAD IN FOOT AND ANKLE SURGERY	SN: 86203939 RN: 4969221	25-Feb-2014	31-May-2016
Treace Medical Concepts , Inc.	U.S.	ADDUCTOPLASTY	SN: 90660090	21-Apr-2021	
Treace Medical Concepts , Inc.	U.S.	ALIGN MY TOE	SN: 88205984	26-Nov-2018	
Treace Medical Concepts , Inc.	U.S.	CONTROL 360	SN: 86535501 RN: 4965818	15-Feb-2015	24-May-2016
Treace Medical Concepts , Inc.	U.S.	FAST GRAFTER	SN: 88096937 RN: 5968431	29-Aug-2018	21-Jan-2020
Treace Medical Concepts , Inc.	U.S.	FIX IT RIGHT THE FIRST TIME	SN: 88205958	26-Nov-2018	
Treace Medical Concepts , Inc.	U.S.	LAPIDESIS	SN: 88796948	13-Feb-2020	
Treace Medical Concepts , Inc.	U.S.	LAPIFIX	SN: 88796963	13-Feb-2020	
Treace Medical Concepts , Inc.	U.S.	LAPIFORCE	SN: 88796975	13-Feb-2020	
Treace Medical Concepts	U.S.	LAPIGRAFTER	SN: 88796986	13-Feb-2020	

<u>Owner Name</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration. No/ Serial No. / Application No.</u>	<u>Application Date</u>	<u>Registration Date</u>
, Inc.					
Treace Medical Concepts , Inc.	U.S.	LAPIPLASTY	SN: 86802324 RN: 5115724	28-Oct-2015	03-Jan-2017
Treace Medical Concepts , Inc.	U.S.	MINI3D & Design 	SN: 90798012	28-Jun-2021	
Treace Medical Concepts , Inc.	U.S.	NANOPLASTY	SN: 97326120	23-Mar2022	
Treace Medical Concepts , Inc.	U.S.	PLANTAR PYTHON	SN: 86692191 RN: 5087675	14-Jul-2015	22-Nov-2016
Treace Medical Concepts , Inc.	U.S.	ROCKETFIX	SN: 90621593	02-Apr-2021	
Treace Medical Concepts , Inc.	U.S.	S4A	SN: 97282199	24-Feb-2022	
Treace Medical Concepts , Inc.	U.S.	SA4	SN: 97273569	18-Feb-2022	
Treace Medical Concepts , Inc.	U.S.	SPEEDRELEASE	SN: 97276934	21-Feb-2022	
Treace Medical Concepts , Inc.	U.S.	SPEEDSEEKER	SN: 88703745 RN: 6342714	22-Nov-2019	04-May-2021
Treace Medical Concepts , Inc.	U.S.	THE FUTURE OF HALLUX VALGUS SURGERY	SN: 88205976	26-Nov-2018	
Treace Medical Concepts , Inc.	U.S.	THE LEADER IN HALLUX VALGUS SURGERY	SN: 90450852	06-Jan-2021	

<u>Owner Name</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration. No/ Serial No. / Application No.</u>	<u>Application Date</u>	<u>Registration Date</u>
Treace Medical Concepts , Inc.	U.S.	TOELOC HAMMERTOE FIXATION SYSTEM	SN: 90660097	21-Apr-2021	
Treace Medical Concepts , Inc.	U.S.	TREACE MEDICAL CONCEPTS	SN: 86535492 RN: 5115111	15-Feb-2015	03-Jan-2017
Treace Medical Concepts , Inc.	U.S.	TREACE MEDICAL CONCEPTS, INC. & Design (1) 	SN: 86536930 RN: 5100983	17-Feb-2015	13-Dec-2016
Treace Medical Concepts , Inc.	U.S.	TRITOME	SN: 97273580	18-Feb-2022	
Treace Medical Concepts , Inc.	U.S.	3D BUNION CORRECTION	AN: 90/623,418	05-Apr-2021	
Treace Medical Concepts , Inc.	U.S.	3D BUNION CORRECTION	AN: 90/623,428	05-Apr-2021	
Treace Medical Concepts , Inc.	U.S.	FASTPITCH	SN: 90351989 RN: 6661180	01-Dec-2020	01-Mar-2022
Treace Medical Concepts , Inc.	U.S.	ARTHRITIC BUNION CORRECTION			