

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAKO MEDICAL LABORATORIES LLC		12/09/2022	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	FIRST CAROLINA BANK		
Street Address:	2626 Glenwood Avenue		
Internal Address:	Suite 390		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27608		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6874889	MAKO MEDICAL	
Serial Number:	90298731	COVFLU-19	
Serial Number:	90299022	COFLU-19	
CORRESPONDENCE DATA			
Fax Number:	8044206507		
<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:	804-420-6339		
Email:	edavenport@williamsmullen.com		
Correspondent Name:	Janet W. Cho, Williams Mullen		
Address Line 1:	200 South 10th Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Janet W. Cho		
SIGNATURE:	/Janet W. Cho/		
DATE SIGNED:	12/12/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 9, 2022 (this "*Agreement*"), is made by and between MAKO MEDICAL LABORATORIES LLC, a North Carolina limited liability company (the "*Grantor*") and FIRST CAROLINA BANK (the "*Secured Party*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, among Grantor, Secured Party and certain other parties thereto, from time to time (collectively, as amended, supplemented, restated or otherwise modified from time to time, the "*Credit Agreement*"), the Secured Party has made the Commitment available to the Grantor;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Intellectual Property Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants to the Secured Party, a continuing security interest in all of Grantor's right, title and interest, whether now or hereafter existing or acquired by Grantor, in and to the following ("*Intellectual Property Collateral*"):

- (a) each patent and patent application referred to on Schedule I;
- (b) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature referred to on Schedule I;
- (c) the right to sue third parties for past, present and future infringements of any Intellectual Property Collateral; and
- (d) all proceeds of, and rights associated with, the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of the Secured Party in the Intellectual Property Collateral with the United States Patent and Trademark Office and corresponding offices in other

countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Credit Agreement and the other Loan Documents. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

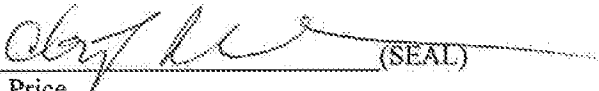
[SIGNATURE PAGES FOLLOW]

INTELLECTUAL PROPERTY SECURITY AGREEMENT
[Signature Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MAKO MEDICAL LABORATORIES LLC
a North Carolina limited liability company


By:  (SEAL)
Print: Chad Price
Its: Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT
[Signature Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SECURED PARTY:

FIRST CAROLINA BANK

By: 
Print: Doug Ford
Its: Executive Managing Director

SCHEDULE I
to Intellectual Property Security Agreement

Patents: None.

Trademarks:

Trademark	Application No.	Application Date	Registration No.	Registration Date	Current Owner at USPTO
MAKO MEDICAL	90308062	Nov. 09, 2020	6874889	Oct. 18, 2022	Mako Medical Laboratories
COVFLU-19	90298731	Nov. 04, 2020			Mako Medical Laboratories
COFLU-19	90299022	Nov. 04, 2020			Mako Medical Laboratories

Copyrights:

Title of Work	Claimant	Registration No.	Registration Date
Mako Lab Shark.	Mako Medical Laboratories, LLC.	VAu001262424	July 14, 2016