

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774291

<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>
VIPER TECHNOLOGIES, LLC		12/14/2022	Limited Liability Company: OREGON
AVALIGN TECHNOLOGIES, INC.		12/14/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRESCENT AGENCY SERVICES LLC		
<b>Street Address:</b>	11100 Santa Monica Boulevard, Suite 2000		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6164383	AVALIGN	
<b>Registration Number:</b>	3883209	AVALIGN	
<b>Registration Number:</b>	3440565	AVALIGN	
<b>Registration Number:</b>	3449379	AVALIGN TECHNOLOGIES	
<b>Registration Number:</b>	3908280	AVALIGN TECHNOLOGIES	
<b>Registration Number:</b>	3914633		
<b>Registration Number:</b>	3440564		
<b>Registration Number:</b>	3449380	AVALIGN TECHNOLOGIES	
<b>Registration Number:</b>	5437557	AVALIGN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122919868		
<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>	(212) 558-4229		
<b>Email:</b>	demarcor@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Raffaele A. DeMarco		
<b>Address Line 1:</b>	125 Broad Street		

OP \$240.00 6164383

**Address Line 2:** Sullivan & Cromwell LLP  
**Address Line 4:** New York, NEW YORK 10004-2498

**ATTORNEY DOCKET NUMBER:** 021692.00021 (RAD)

**NAME OF SUBMITTER:** Raffaele A. DeMarco

**SIGNATURE:** /Raffaele A. DeMarco/

**DATE SIGNED:** 12/14/2022

**Total Attachments: 7**

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## FIRST LIEN NOTES INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN NOTES INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of December 14, 2022 between the signatories hereto (collectively, the "Grantor") in favor of CRESCENT AGENCY SERVICES LLC, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

### RECITALS:

WHEREAS, reference is made to that certain First Lien Notes Guarantee and Collateral Agreement, dated as of December 14, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Intellectual Property Collateral"):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable

federal Law and, except to the extent perfected by the filing of a UCC financing statement, any non-U.S. intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

(c) (i) All copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, exclusive licensee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule 3 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks or the United States Copyright Office, as applicable, and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement 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 of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

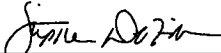
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement or the Note Purchase Agreement, the provisions of the Guarantee and Collateral Agreement or the Note Purchase Agreement shall govern.

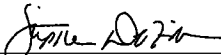
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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

VIPER TECHNOLOGIES, LLC,  
as Grantor

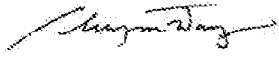
By:   
Name: Stephanie DeFilippis  
Title: Chief Financial Officer, Secretary  
and Treasurer

AVALIGN TECHNOLOGIES, INC.,  
as Grantor

By:   
Name: Stephanie DeFilippis  
Title: Chief Financial Officer, Secretary  
and Treasurer




**CRESCENT AGENCY SERVICES LLC,**  
as Collateral Agent

By: Crescent Capital Group LP, its Managing  
Member

By:   
\_\_\_\_\_  
Name: Chris Wang  
Title: Managing Director

By:   
\_\_\_\_\_  
Name: Yev Kuznetsov  
Title: Managing Director

**SCHEDULE 1  
TRADEMARKS**

<b>Mark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Grantor</b>
AVALIGN	87345939	22-FEB-2017	6164383	29-SEPT-2020	Avalign Technologies, Inc.
AVALIGN	77120068	01-MAR-2007	3883209	30-NOV-2010	Avalign Technologies, Inc.
AVALIGN	77975196	01-MAR-2007	3440565	03-JUN-2008	Avalign Technologies, Inc.
AVALIGN TECHNOLOGIES 	77975078	01-MAR-2007	3449379	17-JUN-2008	Avalign Technologies, Inc.
AVALIGN TECHNOLOGIES	77120077	01-MAR-2007	3908280	18-JAN-2011	Avalign Technologies, Inc.
<i>Design Only</i> 	77120021	01-MAR-2007	3914633	01-FEB-2011	Avalign Technologies, Inc.
<i>Design Only</i> 	77975170	01-MAR-2017	3440564	03-JUN-2008	Avalign Technologies, Inc.
AVALIGN TECHNOLOGIES	77975195	01-MAR-2007	3449380	17-JUN-2008	Avalign Technologies, Inc.
AVALIGN	87593998	01-SEP-2017	5437557	03-APR-2018	Avalign Technologies, Inc.

**SCHEDULE 2  
PATENTS**

Patents

<b>Title</b>	<b>Serial No.</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Grantor</b>
Metal Injection Molding Methods And Feedstocks	11/941,018	7,883,662	02-08-2011	Viper Technologies, LLC
Methods Of Forming Porous Coatings On Substrates	12/555,440	8,124,187	02-28-2012	Viper Technologies, LLC
Methods Of Preparing A Surface Of A Cast Zirconium Alloy Substrate For Oxidation	14/061,466	9,404,173	08-02-2016	Viper Technologies, LLC

Patent Applications

<b>Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Grantor</b>
Methods Of Forming An Oxide Layer On A Metal Body	15/195,624	06-28-2016	Avalign Technologies, Inc.
Bracket Assembly	15/918,358	03-12-2018	Avalign Technologies, Inc.
Alignment Guide for Reamer Shaft	16/183255	11-07-2018	Avalign Technologies, Inc.
Reamer Shaft Extension Assembly	16/160400	10-15-2018	Avalign Technologies, Inc.
Multi-layered Implant	16/953,761	11-20-2020	Avalign Technologies, Inc.
Rotationally balanced slot pattern for flexible shafts	16/949,575	11-04-2020	Avalign Technologies, Inc.



**SCHEDULE 3  
COPYRIGHTS**

None.