

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776599

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cerapedics Inc.		12/27/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SLR Investment Corp., as Agent		
<b>Street Address:</b>	500 Park Avenue, 3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3838450	I-FACTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	054439-0080		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	12/27/2022		
<b>Total Attachments: 9</b>			
source=Cerapedics 2022 - Intellectual Property Security Agreement (Executed)#page1.tif			
source=Cerapedics 2022 - Intellectual Property Security Agreement (Executed)#page2.tif			
source=Cerapedics 2022 - Intellectual Property Security Agreement (Executed)#page3.tif			
source=Cerapedics 2022 - Intellectual Property Security Agreement (Executed)#page4.tif			
source=Cerapedics 2022 - Intellectual Property Security Agreement (Executed)#page5.tif			
source=Cerapedics 2022 - Intellectual Property Security Agreement (Executed)#page6.tif			

OP \$40.00 3838450

source=Cerapedics 2022 - Intellectual Property Security Agreement (Executed)#page7.tif

source=Cerapedics 2022 - Intellectual Property Security Agreement (Executed)#page8.tif

source=Cerapedics 2022 - Intellectual Property Security Agreement (Executed)#page9.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“Agreement”) dated as of December 27, 2022, is made by CERAPEDICS INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of SLR INVESTMENT CORP., a Maryland corporation (“Agent”) in its capacity as collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants to Agent for its benefit and the benefit of the Lenders a security interest in all of 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 of 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 applications and registrations set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(c) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those applications and registrations set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(d) 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 (collectively, the “Mask Works”);

(e) 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;

(f) 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;

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

(h) 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 Trademark applications filed in the United States Patent and Trademark Office on the basis of Borrower's "intent to use" such Trademark, unless and until evidence of use of the Trademark has been filed and accepted with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

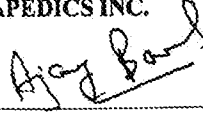
7. Electronic Execution of Certain Other Documents. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[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.

GRANTOR:

CERAPEDICS INC.

A handwritten signature in black ink, appearing to read "Ajay Bansal", is written over a horizontal dotted line.

By: Ajay Bansal

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007930 FRAME: 0387**

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.

AGENT:

SLR INVESTMENT CORP.



By: Anthony Storino

Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents



	Title	Serial No.	Territory	Status	Expiration
1	PLIABLE MEDICAL DEVICE AND METHODS OF USE  Corresponding to PCT Application No. PCT/US06/047970 Filed December 16, 2006  004xxx (Flex)	U.S.S.N. 11/305,715 U.S. Pat No. 8,048,443	United States	Granted	09/19/20281
		U.S.S.N. 12/086,557 U.S. Pat No. 9,101,694	United States	Granted	09/19/20281
		AU 2006326020	Australia	Granted	12/16/2026
		CA 2,633,551	Canada	Granted	12/16/2026
		EP 1976452 Validation: DE, DK, BE, GB, NL	Europe	Granted	12/16/2026
2	IMPLANTABLE MATERIALS FOR BONE REPAIR  Corresponding to PCT Application No. PCT/US2012/071300 Filed December 21, 2012  019xxx (Fiber)	U.S.S.N. 13/724,704 U.S. Pat No. 9,415,139 AU 2012358294 CA Appl. No. 2859979 EP2793915 Validation: BE; CH; DE; DK; ES; FI; FR; GB; IE; IT; NL; NO; SE Japan Patent No. 6208683	United States Australia Canada Europe Japan	Granted Granted Granted Granted Granted	12/21/32 12/21/32 12/21/32 12/21/32 12/21/32
3	ANTIBODIES TO SERICIN AND METHODS AND KITS USING SAME 025xxx (antibody + assay)	U.S.S.N. 15/125,780 U.S. Pat No. 9,745,370	United States	Granted	03/12/2035
4	PEPTIDE-COATED CALCIUM PHOSPHATE PARTICLES  Corresponding to PCT/US2017/043614 Filed July 25, 2017 Publ. Feb 1, 2018 027xxx (surface treatment)	U.S.S.N. 16/319,849 AU Appl. 2017301511 CA Appl. No. 3031471 EP Appl. No. 17835086.4	United States Australia Canada Europe	Pending Pending Pending Pending	07/25/2037 <sup>2</sup> 07/25/2037 07/25/2037 07/25/2037
5	PROCESSES FOR COATING INORGANIC PARTICLES ... Priority: 62/660,465, Filed 04/20/2018; 62/634,159, Filed 02/22/2018 030xxx (DSM surface process)	U.S.S.N. 16/281,749 US Pat No 11,235,086	United States	Granted	02/21/2039
6	PROCESSES FOR COATING INORGANIC DEVICES AND METHODS FOR AMELIORATING IMPLANT-INDUCED INFLAMMATION 031xxx	U.S.S.N. 63/397,236 Filed 08/11/2022	United States	Pending	08/11/2023

EXHIBIT C

Trademarks

No.	Trademark	App. No	Filing Date	Reg. No.	Reg. Date	Country	Status
1.	IFACTOR or I-FACTOR	1278617	Dec. 22, 2008	1278617	May 7, 2009	AU	Registered
		1,422,535	Dec. 19, 2008	TMA838,884	Dec. 20, 2012	CA	Registered
		007597388	Jan. 7, 2009	007597388	Aug. 20, 2009	EM	Registered
		UK00907597388	Jan. 7, 2009	UK00907597388	Aug. 20, 2009	UK	Registered
		77/529,330	Jul. 23, 2008	3,838,450	Aug. 24, 2010	US	Registered
2.	OPTIGRO	1812440	Nov. 30, 2016	1812440	Apr. 10, 2017	AU	Registered
		016118259	Nov. 30, 2016	016118259	May 2, 2017	EM	Registered
		UK00916118259	Nov. 30, 2016	UK00916118259	May 2, 2017	UK	Registered

EXHIBIT D

Mask Works

None.