

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CERAPEDICS INC.		12/27/2022	Corporation:
RECEIVING PARTY DATA			
Name:	GEMINO HEALTHCARE FINANCE, LLC		
Doing Business As:	SLR HEALTHCARE ABL		
Street Address:	One International Plaza, Suite 220		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19113		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3838450	I-FACTOR	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	3124996700		
Email:	ahesla@duanemorris.com		
Correspondent Name:	N. Paul Coyle		
Address Line 1:	190 S LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	G3237-00070		
NAME OF SUBMITTER:	N. Paul Coyle		
SIGNATURE:	/s/N. Paul Coyle		
DATE SIGNED:	12/29/2022		
Total Attachments: 8			
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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 GEMINO HEALTHCARE FINANCE, LLC d/b/a SLR HEALTHCARE ABL, a Delaware limited liability company (“Lender”).

RECITALS

A. Grantor has entered into a Credit Agreement with Lender dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Credit Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, Grantor grants to Lender 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 Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit 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 Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Credit Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of New York, and shall have been accepted by Lender 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.

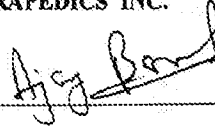
7. Electronic Execution of Certain Other Documents. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, 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 Lender, 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: 007933 FRAME: 0982

LENDER:

**GEMINO HEALTHCARE FINANCE, LLC d/b/a
SLR HEALTHCARE ABL**, a Delaware limited
liability company

By: 

Name: Stacy Allen

Title: Executive Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007933 FRAME: 0983

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	United States	Granted	12/21/32
		AU 2012358294	Australia	Granted	12/21/32
		CA Appl. No. 2859979	Canada	Granted	12/21/32
		EP2793915 Validation: BE; CH; DE; DK; ES; FI; FR; GB; IE; IT; NL; NO; SE	Europe	Granted	12/21/32
		Japan Patent No. 6208683	Japan	Granted	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	United States	Pending	07/25/2037 ²
		AU Appl. 2017301511	Australia	Pending	07/25/2037
		CA Appl. No. 3031471	Canada	Pending	07/25/2037
		EP Appl. No. 17835086.4	Europe	Pending	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

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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.