

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement (Term)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARAGON 28, INC.		12/09/2022	Corporation: DELAWARE
PARAGON ADVANCED TECHNOLOGIES, INC.		12/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6577099	AVITRAC	
Registration Number:	6760843	PARATROOPER	
Registration Number:	6760844	PARATROOPER	
Registration Number:	6404423	PHANTOM ACTIVCORE NAIL	
Registration Number:	6747813	MAVEN	
Registration Number:	6880764	MGNUM	
Registration Number:	6822008	R3ACT	
Serial Number:	97301051	BONELOGIC	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	dctrademark@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad St. 17th Floor		
Address Line 4:	Tysons,, VIRGINIA 22102		
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		

CH \$215.00 6577099

SIGNATURE:	/Greta D. Feldman/
DATE SIGNED:	01/11/2023
Total Attachments: 4 source=MidCap - Paragon28 - TM Security Agreement Supplement_Term#page1.tif source=MidCap - Paragon28 - TM Security Agreement Supplement_Term#page2.tif source=MidCap - Paragon28 - TM Security Agreement Supplement_Term#page3.tif source=MidCap - Paragon28 - TM Security Agreement Supplement_Term#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement is entered into as of the 9th day of December, 2022 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent"), **PARAGON 28, INC.**, a Delaware corporation ("Paragon 28") and **PARAGON ADVANCED TECHNOLOGIES, INC.**, a Delaware corporation ("Paragon Advanced Technologies", and Paragon Advanced Technologies, together with Paragon 28 and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Paragon 28 is party to that certain Intellectual Property Security Agreement (Term Loan), by and between Agent and Paragon 28, dated as of May 6, 2021 (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the "Existing Paragon 28 IP Security Agreement");

B. Paragon Advanced Technologies is party to that certain Intellectual Property Security Agreement (Term Loan), by and between Agent and Paragon Advanced Technologies, dated as of July 16, 2021 (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the "Existing Paragon Advanced Technologies IP Security Agreement", and the Existing Paragon Advanced Technologies IP Security Agreement, together with the Existing Paragon 28 IP Security Agreement, collectively the "Existing IP Security Agreements"; capitalized terms used herein are used as defined in the Existing IP Security Agreements);

C. Grantors wish to amend the Existing IP Security Agreements by supplementing the Intellectual Property Collateral therein with the Intellectual Property listed on the exhibits hereto.

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, other than Excluded Property (each as defined in the Credit Agreement), including, without limitation, the following:

- (a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;
- (b) Any and all Patents, including without limitation those set forth on Exhibit B attached hereto, as such exhibit may be further amended, modified or supplemented from time to time);
- (c) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, as such exhibit may be further amended, modified or supplemented from time to time; provided, that for the avoidance of doubt, Trademarks shall not include any Intent-to-Use Trademarks; provided further, 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;

(d) Any and all Mask Works, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time;

(e) 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.

Grantors hereby agree that the Intellectual Property listed on the exhibits hereto shall become a part of the Intellectual Property Collateral in the Existing IP Security Agreements and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing IP Security Agreements shall be deemed amended to add the Intellectual Property listed on the exhibits to this Intellectual Property Security Agreement Supplement. The rights and remedies of Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing IP Security Agreements.

The provisions of the Existing IP Security Agreements regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement Supplement.

[Signature Page Follows]

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

GRANTORS:

PARAGON 28, INC.

By: _____
Name: Jonathan Friedman
Title: Secretary

**PARAGON ADVANCED
TECHNOLOGIES, INC.**

By: _____
Name: Jonathan Friedman
Title: Secretary

EXHIBIT C

Trademarks

Owner: Paragon 28, Inc.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>AVITRAC</i>	6,577,099	11/30/2021
PARATROOPER	6,760,843	6/14/2022
PARATROOPER	6,760,844	6/14/2022
PHANTOM ACTIVCORE NAIL	6,404,423	6/29/2021
MAVEN	6747813	5/31/2022
MGNUM	6,880,764	10/18/2022
R3ACT	6,822,008	8/16/2022
BONELOGIC	97/301,051	3/8/2022