

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONKOS SURGICAL, INC.		06/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	81 Bay Street, 10th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E7		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5281910	ONKOS SURGICAL	
Registration Number:	5746043	UDESIGN	
Registration Number:	5904299	MY3D	
Registration Number:	6037489	MY3D	
Registration Number:	6246091	MYTRAY	
Registration Number:	6335563	BIOGRIP	
Serial Number:	88609610	MYGRAFT	
Serial Number:	97621176	NANOCEPT	
Serial Number:	97621178	PRECISION ORTHOPAEDICS DRIVEN BY UDESIGN	
CORRESPONDENCE DATA			
Fax Number:	6505657100		
<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:	6505657022		
Email:	kceron@sidley.com		
Correspondent Name:	Karla Ceron		
Address Line 1:	1001 Page Mill Road, Building 1		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	061716.31500		

CH \$240.00 5281910

NAME OF SUBMITTER:	Karla Ceron
SIGNATURE:	/karla ceron/
DATE SIGNED:	06/01/2023
Total Attachments: 6 source=02 IPSA - Onkos Surgical (06.01.2023)#page1.tif source=02 IPSA - Onkos Surgical (06.01.2023)#page2.tif source=02 IPSA - Onkos Surgical (06.01.2023)#page3.tif source=02 IPSA - Onkos Surgical (06.01.2023)#page4.tif source=02 IPSA - Onkos Surgical (06.01.2023)#page5.tif source=02 IPSA - Onkos Surgical (06.01.2023)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of June 1, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and the undersigned grantor (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

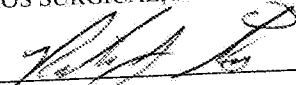
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

77 E Halsey Rd.
Parsippany-Troy Hills, NJ 07054
Attention: Brad Tyler

GRANTOR:

ONKOS SURGICAL, INC.

By: 
Name: Patrick Treacy
Title: President, Chief Executive Officer and Secretary

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor,
Toronto, Ontario
M5J 0E7
Attention: Jeff Chapman, Corey Perlmutter, Yashaswini
Vuruputoor,

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

77 E Halsey Rd.
Parsippany-Troy Hills, NJ 07054
Attention: Brad Tyler

GRANTOR:

ONKOS SURGICAL, INC.

By: _____
Name: _____
Title: _____

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor,
Toronto, Ontario
M5J 0E7
Attention: Jeff Chapman, Corey Perlmutter, Yashaswini
Vuruputoor,

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Jeff Chapman
Title: Assistant General Manager

By:  _____
Name: Corey Perlmutter
Title: Assistant General Manager

EXHIBIT A
COPYRIGHTS

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None.		

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
ACETABULAR DEVICE (OFF-THE-SHELF PELVIS) – DESIGN	D858768	9/3/2019
SOFT TISSUE FIXATION DEVICE	10251744	4/9/2019
IMPLANT WITH ABILITY TO CAPTURE EXTRAVASATING FIXATION MEDIUM	10610365	4/7/2020
SOFT TISSUE FIXATION DEVICE	10799335	10/13/2020
SYSTEMS AND METHODS FOR ATTACHING SOFT TISSUE TO AN IMPLANT	11000360	5/11/2021
ACETABULAR SURGICAL IMPLANT FOR SEGMENTAL PELVIC DEFECT AND METHODS OF USE AND MANUFACTURE	11000378	5/11/2021
ACETABULAR SURGICAL IMPLANT FOR SEGMENTAL PELVIC DEFECT AND METHODS OF USE AND MANUFACTURE	11559404	1/24/2023
SOFT TISSUE FIXATION DEVICE	17/063620	10/5/2020
SYSTEMS AND METHODS FOR ATTACHING SOFT TISSUE TO AN IMPLANT	17/222172	4/5/2021
SUTURE HOLE GEOMETRY AND METHODS FOR ATTACHING TISSUE TO ORTHOPEDIC IMPLANTS	17/531717	11/20/2021
IMPLANT WITH ABILITY TO CAPTURE EXTRAVASATING FIXATION MEDIUM	17/742773	5/12/2022
ACETABULAR SURGICAL IMPLANT FOR SEGMENTAL PELVIC DEFECT AND METHODS OF USE AND MANUFACTURE	18/088747	12/26/2022

EXHIBIT C

TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION / SERIAL NUMBER</u>	<u>REGISTRATION / APPLICATION DATE</u>
ONKOS SURGICAL	5281910	9/5/2017
UDESIGN	5746043	5/7/2019
MY3D	5904299	11/5/2019
MY3D	6037489	4/21/2020
MYTRAY	6246091	1/12/2021
BIOGRIP	6335563	4/27/2021
MYGRAFT	88609610	9/9/2019
NANOCEPT	97621176	10/6/2022
PRECISION ORTHOPAEDICS DRIVEN BY UDESIGN	97621178	10/6/2022