

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPLADENT, LTD.		07/31/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1430823	OSTEOGEN	
Registration Number:	4310086	COLLAFORM	
Registration Number:	3783597	OSTEOTAPE	
Registration Number:	6835145	OSTEOFLEX	
Registration Number:	4310087	OSTEOMEND	
Registration Number:	3342444	OSTEOXCEL	
Registration Number:	2822869	PROFILER	
Serial Number:	98006946	OSTEOGEN PLUG	
Serial Number:	98007021	OSTEOGEN BLOCK	
Serial Number:	98007044	OSTEOGEN STRIP	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		

CH \$265.00 1430823

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11964.340

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 07/31/2023

Total Attachments: 6

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TRADEMARKS AND PATENTS SECURITY AGREEMENT

TRADEMARKS AND PATENTS SECURITY AGREEMENT, dated as of July 31, 2023 (this "Agreement"), by IMPLADENT, LTD., a New York corporation (the "Grantor"), in favor of MIDCAP FINANCIAL TRUST, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of January 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks and Patents of the Grantor, including without limitation, those Trademarks and Patents listed on Schedule I attached hereto. Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest or Lien granted under this Section attach to any intent-to-use trademark application prior to the filing 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 of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal Law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks and Patent made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this

Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks and Patents under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IMPLADENT, LTD.

By: Lauren Nagel
Name: Lauren Nagel
Title: Vice President and Secretary

[Signature Page to Trademark and Patents Security Agreement]

MIDCAP FINANCIAL TRUST,
as the Administrative Agent

By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management GP, LLC, its
general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule I

Trademark and Patent Registrations and Applications

Patents and Patent Applications

Title	Country	App/Patent No. / Filing Date	Patent No. / Issue Date	Status	Owner of Record
Implantable Surgical Screw for Bone Reconstruction,	US	15/050,225 February 22, 2016	10980617 April 20, 2021	Granted	IMPLADENT, LTD.
Microtopographic Pattern Transfer Tool	US	15/492,609 April 20, 2017	10730228 August 4, 2020	Granted	IMPLADENT, LTD.
Fluorapatite Nano-Crystalline Coated Non-Ceramic Hydrophilic Hydroxylapatite	US	13/738,307 January 10, 2013	9238047 January 19, 2016	Granted	IMPLADENT, LTD.

Trademark Registrations and Applications

Mark	Country	Reg./App. No.	Reg./App. Date	Status	Owner
OsteoGen	US	1430823	March 3, 1987	Registered	IMPLADENT, LTD.
CollaForm	US	4310086	March 26, 2013	Registered	IMPLADENT, LTD.
OsteoTape	US	3783597	May 4, 2010	Registered	IMPLADENT, LTD. ¹
OsteoFlex,	US	6835145	August 30, 2022	Registered	IMPLADENT, LTD. ²
OsteoMend	US	4310087	March 26, 2013	Registered	IMPLADENT, LTD.
OsteoXcel	US	3342444	November 27, 2007	Registered	IMPLADENT, LTD.
Profiler	US	2822869	March 16, 2004	Registered	IMPLADENT, LTD.
OsteoGen Plug	US	98006946	May 22, 2023	Application	IMPLADENT, LTD.

¹ Name of record owner to be corrected from “Impladent Ltd.” to “Impladent, Ltd.” with USPTO.

² Name of record owner to be corrected from “Impladent Ltd.” to “Impladent, Ltd.” with USPTO.

Mark	Country	Reg./App. No.	Reg./App. Date	Status	Owner
OsteoGen Block	US	98007021	May 22, 2023	Application	IMPLADENT, LTD.
OsteoGen Strip	US	98007044	May 22, 2023	Application	IMPLADENT, LTD.