## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM846923

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arteriocyte Medical Systems, Inc.		10/18/2023	Corporation: DELAWARE
ISTO Technologies II, LLC		10/18/2023	Limited Liability Company: DELAWARE
Theracell, LLC		10/18/2023	Limited Liability Company: DELAWARE
Advanced Biologics, LLC		10/18/2023	Limited Liability Company: CALIFORNIA
Biologica Technologies, LLC		10/18/2023	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Barings Finance LLC, as Collateral Agent		
Street Address:	300 SOUTH TRYON STREET, SUITE 2500		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	5243651	TRUPRP
Registration Number:	4505555	MAR01
Registration Number:	2900650	MAGELLAN
Registration Number:	4589892	INFLUX TRABECULAR BONE GRAFT
Registration Number:	3466871	ISTO
Registration Number:	3336291	INQU
Registration Number:	2826325	ISTO
Registration Number:	7063142	FORMLOK
Registration Number:	6810610	FIBER ANCHOR
Registration Number:	6810611	FIBER BAG
Registration Number:	6862294	THERAFUZE DBF FIBER BAG
Registration Number:	6693491	FIBERFORM
		TDADEMADIA

**TRADEMARK** 

**REEL: 008232 FRAME: 0043** 

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Property Type	Number	Word Mark
Registration Number:	6693492	THERAFUZE DBF FIBERFORM
Registration Number:	6810612	FIBER WRAP
Registration Number:	6862295	THERAFUZE DBF FIBER WRAP
Registration Number:	6862264	THERAFUZE DBF FIBER ANCHOR
Registration Number:	6211650	THERAFUZE DBF
Registration Number:	6557630	THERACELL
Registration Number:	6373450	OSSEOGEN
Registration Number:	4984508	PROTEIOS
Registration Number:	5251506	ALLOFILL
Registration Number:	5019434	BIOLOGICA
Registration Number:	7075723	PROGRAFT
Serial Number:	90668622	THERAFUZE DBF FIBER BULLETS
Serial Number:	97397007	BIOLOGICA

#### **CORRESPONDENCE DATA**

**Fax Number:** 2149813400

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.

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	034632-31490
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	10/18/2023

#### **Total Attachments: 6**

source=Barings ISTO - Trademark Security Agreement (October 2023) [Executed] 4870-3944-5640 1#page1.tif source=Barings ISTO - Trademark Security Agreement (October 2023) [Executed] 4870-3944-5640 1#page3.tif source=Barings ISTO - Trademark Security Agreement (October 2023) [Executed] 4870-3944-5640 1#page3.tif source=Barings ISTO - Trademark Security Agreement (October 2023) [Executed] 4870-3944-5640 1#page4.tif source=Barings ISTO - Trademark Security Agreement (October 2023) [Executed] 4870-3944-5640 1#page5.tif source=Barings ISTO - Trademark Security Agreement (October 2023) [Executed] 4870-3944-5640 1#page6.tif

#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2023 (this "<u>Trademark Security Agreement</u>"), made by Arteriocyte Medical Systems, Inc., a Delaware corporation ("<u>Arteriocyte Medical Systems</u>"), ISTO Technologies II, LLC, a Delaware limited liability company ("<u>ISTO Technologies II</u>"), Theracell, LLC, a Delaware limited liability company ("<u>Theracell</u>"), Advanced Biologics, LLC, a California limited liability company ("<u>Biologica</u>") and Biologica Technologies, LLC, a Delaware limited liability company ("<u>Biologica</u>", together with each of the parties listed above, collectively the "<u>Grantors</u>" and each individually, a "<u>Grantor</u>"), in favor of Barings Finance LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of October 18, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, each Lender from time to time party thereto, Barings Finance LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, each Grantor is party to a Guarantee and Collateral Agreement, dated as of October 18, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the owned trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Counterparts</u>. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of the Grantors shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and its permitted successors and permitted assigns.

SECTION 5. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. <u>Governing Law</u>. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantors, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Trademark Security Agreement as of the date first written above.

#### **GRANTORS**:

ARTERIOCYTE MEDICAL SYSTEMS, INC. ISTO TECHNOLOGIES II, LLC THERACELL, LLC ADVANCED BIOLOGICS, LLC BIOLOGICA TECHNOLOGIES, LLC

By: Name: Elizabeth Borow
Title: Vice President

Accepted and Agreed:

**BARINGS FINANCE LLC,** as Collateral Agent

Name:

Managing Director Title:

#### **SCHEDULE I**

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# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

#### **UNITED STATES TRADEMARKS:**

Applications -

Theracell, LLC	THERASUZE ONE PIDER BULLETS	90668622	N/A	4/23/2021	N/A	Pending
Advanced Biologics, LLC	BIOLOGICA	97397007	N/A	5/5/2022	N/A	Pending

### Registrations-

Grantor	Trademark	Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration	Status
Arteriocyte Medical Systems, Inc.	TruPRP	86509832	5243651	1/21/15	7/18/17	Registered
Arteriocyte Medical Systems, Inc.	mar01	77921719	4505555	1/27/10	4/1/14	Registered
Arteriocyte Medical Systems, Inc.	MAGELLAN	78170530	2900650	10/3/02	11/2/04	Registered
ISTO Technologies II, LLC	Influxe TRABECULAR BONE GRAFT	85953086	4589892	6/6/13	8/19/14	Registered
ISTO Technologies II, LLC	ISTO	77331610	3466871	11/16/07	7/15/08	Registered
ISTO Technologies II, LLC	INQU	78664434	3336291	7/6/05	11/13/07	Registered
ISTO Technologies II, LLC	ISTO	78088874	2826325	10/17/01	3/23/04	Registered
Theracell, LLC	FORMLOK	90885305	7063142	8/16/2021	05/23/2023	Registered
Theracell, LLC	FIBER ANCHOR	90668609	6810610	8/23/2021	08/02/2022	Registered

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Grantor	Trademark	Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration	Status
Theracell, LLC	FIBER BAG	90668613	6810611	8/16/2021	08/02/2022	Registered
Theracell, LLC	THERAPUZE DBF FIBER BAG	90668615	6862294	8/23/2021	10/04/2022	Registered
Theracell, LLC	FIBERFORM	90668623	6693491	4/23/2021	04/05/2022	Registered
Theracell, LLC	THERAFUZE DBF FIBERFORM	90668626	6693492	4/23/2021	04/05/2022	Registered
Theracell, LLC	FIBER WRAP	90668628	6810612	4/23/2021	08/02/2022	Registered
Theracell, LLC	THERAFUZE DEF FEIER WRAP	90668630	6862295	4/23/2021	10/04/2022	Registered
Theracell, LLC	THERAFUZE DEF FIEER ANCHOR	90658713	6862264	4/20/2021	10/04/2022	Registered
Theracell, LLC	THERAFUZE DBF	88093638	6211650	8/27/18	12/1/2020	Registered
Theracell, LLC	THERACELL	87406728	6557630	4/11/17	11/16/2021	Registered
Advanced Biologics, LLC	OSSEOGEN	88273114	6,373,450	1/23/2019	June 1, 2021	Registered
Advanced Biologics, LLC	ProteiOS	86554469	4,984,508	3/5/2015	June 21, 2016	Registered
Biologica Technologies, LLC	Allofill	86346572	5,251,506	7/24/2014	July 25, 2017	Registered
Advanced Biologics, LLC	BIOLOGICA	86604817	5,019,434	4/21/2015	August 9, 2016	Registered
Biologica Technologies, LLC	ProGraft	90138045	7,075,723	8/26/2020	June 6, 2023	Registered

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**RECORDED: 10/18/2023**