

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM870100

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Riverpoint Medical, LLC		01/22/2024	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as collateral agent		
<b>Street Address:</b>	191 N. Wacker Drive, 30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4355106	POWERFIBER	
<b>Registration Number:</b>	1863122	FLUOROFIL	
<b>Registration Number:</b>	3359207	MEDBOND	
<b>Registration Number:</b>	3368129	MONOMID	
<b>Registration Number:</b>	3359217	MONOSWIFT	
<b>Registration Number:</b>	3359206	POLYBOND	
<b>Registration Number:</b>	3102874	VISORB	
<b>Registration Number:</b>	3368130	VISORB QUICK	
<b>Registration Number:</b>	3125431	SILSAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>			
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@katten.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe St		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	342663-256		

CH \$240.00 4355106

<b>NAME OF SUBMITTER:</b>	Kristin Brozovic
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	01/22/2024
<b>Total Attachments: 7</b> source=Riverpoint NXT - Intellectual Property Security Agreement (Third Amendment)_Executed#page1.tif source=Riverpoint NXT - Intellectual Property Security Agreement (Third Amendment)_Executed#page2.tif source=Riverpoint NXT - Intellectual Property Security Agreement (Third Amendment)_Executed#page3.tif source=Riverpoint NXT - Intellectual Property Security Agreement (Third Amendment)_Executed#page4.tif source=Riverpoint NXT - Intellectual Property Security Agreement (Third Amendment)_Executed#page5.tif source=Riverpoint NXT - Intellectual Property Security Agreement (Third Amendment)_Executed#page6.tif source=Riverpoint NXT - Intellectual Property Security Agreement (Third Amendment)_Executed#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of January 22, 2024, by and among Riverpoint Medical, LLC, an Oregon limited liability company, C.P. Medical Corporation, a Delaware corporation (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”) and NXT Capital, LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

### RECITALS

- (A) Runway Buyer, LLC, a Delaware limited liability company (“**Holdings**”), Riverpoint Medical, LLC, an Oregon limited liability company (“**Borrower**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), NXT Capital, LLC, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain Credit Agreement dated as of June 21, 2019 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantors are party to that certain Pledge and Security Agreement, dated as of June 21, 2019 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Patents owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all Trademarks owned by any Grantor, including those referred to on Schedule II hereto;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark or Patent owned by any Grantor;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or Patent or (ii) injury to the goodwill associated with any Trademark or Patent.

### **SECTION 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

### **SECTION 4 Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.


### **SECTION 5 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

**RIVERPOINT MEDICAL, LLC,**  
as Grantor

By:   
Name: Matthew Altman  
Title: Vice President

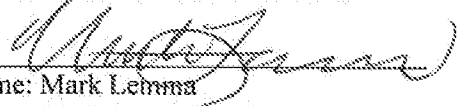
[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 008323 FRAME: 0207**

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

C.P. MEDICAL CORPORATION

By

  
Name: Mark Lehman

Title: Chief Financial Officer

**ACCEPTED AND AGREED:**

**NXT CAPITAL, LLC,**  
as the Collateral Agent

*Matt Schertz*

matthew.schertz@nxtcapital.com

By: \_\_\_\_\_

Name: Matt Schertz

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PATENT REGISTRATIONS AND APPLICATIONS**

<b>PATENTS</b>				
<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Owner</b>	<b>Issued Date</b>
Apparatus and method of tying tissue to bone	USPTO	11839367	Riverpoint Medical, LLC	12/12/23
SOFT ANCHORS HAVING INCREASED ENGAGEMENT BETWEEN DEPLOYMENT SUTURES AND SLEEVE	USPTO	20230309987	Riverpoint Medical, LLC	10/5/23
Method of forming a suture-button-graft combination and facilitating construct	USPTO	11666322	Riverpoint Medical, LLC	6/6/23
Soft anchors having increased engagement between deployment sutures and sleeve	USPTO	11666323	Riverpoint Medical, LLC	6/6/23
SOFT BUTTON ASSEMBLY AND PROCEDURE	USPTO	20230054902	Riverpoint Medical, LLC	2/23/23
Constructs and methods for repairing a tendon with a reduced risk of reinjury	USPTO	11559388	Riverpoint Medical, LLC	1/24/23
Highly efficient medical headlamp	USPTO	11560998	Riverpoint Medical, LLC	1/24/23
Specialized needle packaging system	USPTO	11504112	Riverpoint Medical, LLC	11/22/22
Constructs and methods for repairing a tendon with a reduced risk of reinjury	USPTO	11426268	Riverpoint Medical, LLC	8/30/22
Method of fabricating seams in a bioprosthetic heart valve	USPTO	11395733	Riverpoint Medical, LLC	7/26/22
Constructs and methods for repairing a tendon with a reduced risk of reinjury	USPTO	11395728	Riverpoint Medical, LLC	7/26/22
Soft Suture Anchor	USPTO	20210353280	Riverpoint Medical, LLC	11/18/21
Highly efficient medical headlamp	USPTO	11160632	Riverpoint Medical, LLC	11/2/21



**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>TRADEMARKS</b>					
<b>Country or Jurisdiction</b>	<b>Mark</b>	<b>Status</b>	<b>Application Number</b>	<b>Reg. # Owner</b>	<b>Registration or Application Date</b>
USPTO	POWERFIBER	Registered	85579988	4355106 C.P. Medical Corporation	Reg. Date: 06/18/2013
USPTO	FLUOROFIL	Registered	74377835	1863122 C.P. Medical Corporation	Reg. Date: 11/15/1994
USPTO	MEDBOND	Registered	77155356	3359207 C.P. Medical Corporation	Reg. Date: 12/25/2007
USPTO	MONOMID	Registered	77155202	3368129 C.P. Medical Corporation	Reg. Date: 01/15/2008
USPTO	MONOSWIFT	Registered	77155531	3359217 C.P. Medical Corporation	Reg. Date: 12/25/2007
USPTO	POLYBOND	Registered	77155334	3359206 C.P. Medical Corporation	Reg. Date: 12/25/2007
USPTO	VISORB	Registered	76642724	3102874 C.P. Medical Corporation	Reg. Date: 06/13/2006
USPTO	VISORB QUICK	Registered	77155318	3368130 C.P. Medical Corporation	Reg. Date: 01/15/2008
USPTO	SILSAFE	Registered	76626715	3125431 C.P. Medical Corporation	Reg. Date: 08/08/2006