

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI10563

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Corrective assignment to correct add C.P. Medical Corporation as additional conveying party previously recorded on Reel 8323 and Frame 0203. previously recorded on Reel 8323 Frame 203. Assignor(s) hereby confirms the Security Interest.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riverpoint Medical, LLC		01/22/2024	Limited Liability Company: OREGON
C.P. Medical Corporation		01/22/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	NXT Capital, LLC, as collateral agent		
Street Address:	191 N. Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4355106	POWERFIBER	
Registration Number:	1863122	FLUOROFIL	
Registration Number:	3359207	MEDBOND	
Registration Number:	3368129	MONOMID	
Registration Number:	3359217	MONOSWIFT	
Registration Number:	3359206	POLYBOND	
Registration Number:	3102874	VISORB	
Registration Number:	3368130	VISORB QUICK	
Registration Number:	3125431	SILSAFE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3125778265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic		

CH \$240.00.00 85579988

Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 342663-256

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: Kristin Brozovic

DATE SIGNED: 02/07/2024

Total Attachments: 8

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870100

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

CH \$240.00 4355106

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.

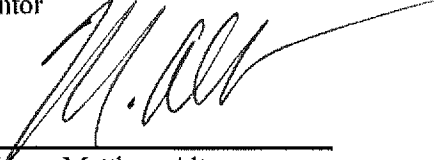
SECTION 5 Governing Law

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: 008339 FRAME: 0696

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 Lemma
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

PATENTS				
Title	Jurisdiction	Patent Number	Owner	Issued Date
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	18329908	Riverpoint Medical, LLC	6/6/23
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	17983009	Riverpoint Medical, LLC	11/8/22
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	17384930	Riverpoint Medical, LLC	7/26/21
Highly efficient medical headlamp	USPTO	11160632	Riverpoint Medical, LLC	11/2/21

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS					
Country or Jurisdiction	Mark	Status	Application Number	Reg. # Owner	Registration or Application Date
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