

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI114020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OSSIO LTD		03/19/2024	Company: ISRAEL
OSSIO INC.		03/19/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	COURAGE CREDIT OPPORTUNITIES FUND IV, L.P.		
Street Address:	1105 NORTH MARKET STREET		
Internal Address:	SUITE 604		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97673960	KNEEBAR	
Registration Number:	7228053	DURALINK	
Registration Number:	5921948	OSSIO	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	6158508831		
Email:	lauren.pratt@hkllaw.com,sarah.wills@hkllaw.com		
Correspondent Name:	Mrs. Lauren C. Pratt		
Address Line 1:	c/o Holland & Knight LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	837783.11780		
NAME OF SUBMITTER:	SARAH WILLS		
SIGNATURE:	SARAH WILLS		
DATE SIGNED:	03/22/2024		

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Total Attachments: 8

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FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of March 19, 2024, is made by OSSIO LTD, a company organized under the laws of the State of Israel, and OSSIO INC., a Delaware corporation (each, a "Grantor") and collectively, the "Grantors") in favor of COURAGE CREDIT OPPORTUNITIES FUND IV, L.P., a Delaware limited partnership ("Lender").

WITNESSETH:

WHEREAS, Grantors and Lender have entered into that certain Loan and Security Agreement dated as of February 3, 2021 (as amended by that certain First Amendment to Loan and Security Agreement dated as of March 16, 2022 and by that certain Second Amendment to Loan and Security Agreement dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement, dated as of February 3, 2021, by Grantors in favor of Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Original Trademark Security Agreement"), each Grantor has agreed to grant to the Lender a security interest in, and lien on, certain Trademark Collateral, as defined in Section 2, below;

WHEREAS, Grantors desire to amend, supplement, and restate the information in Schedule 1 to the Original Trademark Security Agreement, and to assign a lien on and security interest in additional Trademark Collateral not previously identified on such Schedule 1; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver this Agreement to the Lender for purposes of recording such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as security for the payment and performance, as the case may be, in full of the Obligations of such Grantor, hereby assigns and pledges to the Lender, its successors and permitted assigns, a lien on and security interest in all of its right, title and interest in or to any and all of the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its trademark registrations and applications, including, without limitation, those listed on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(e) all income, fees, royalties, damages, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder on or in any "intent to use" trademark application until such time, if any, as a Statement of Use or Amendment to Allege Use, as applicable, has been filed with and accepted by the United States Patent and Trademark Office, at which time such trademark application shall automatically become part of the Trademark Collateral unless it is otherwise excluded from the Collateral pursuant to the terms of the Loan Agreement.

SECTION 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement, and each Grantor and Lender hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Loan Agreement, the Loan Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware.

SECTION 6. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to Lender under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party. This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of the Obligations and the termination of the Loan Agreement, as more fully set forth in Section 3.7 of the Loan Agreement.

SECTION 7. Recordation. This Trademark Security Agreement has been executed and delivered to the Lender by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office, the European Union Intellectual Property Office, and the intellectual property offices of the United Kingdom and Israel. Each Grantor authorizes and requests that this Trademark Security Agreement be recorded by the Commissioner for Trademarks of the United States

Patent and Trademark Office, as well as the appropriate authority in the European Union Intellectual Property Office and in each of the intellectual property offices of the United Kingdom and Israel.

SECTION 8. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Loan Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9. No Novation. This Trademark Security Agreement amends and restates in its entirety the Original Trademark Security Agreement, but does not satisfy nor act as a novation of the obligations under, relating to, or in connection therewith.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

OSSIO LTD

By: 
Name: Brian Verrier
Title: Chief Executive Officer

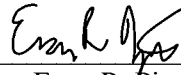
OSSIO INC.

By: 
Name: Brian Verrier
Title: Chief Executive Officer

LENDER:

COURAGE CREDIT OPPORTUNITIES
FUND IV, L.P.

By: Courage Investments Inc., its General
Partner

By: 
Name: Evan R. Pizzuto
Title: President

SCHEDULE 1**TRADEMARKS****Trademark Applications**

Mark	Jurisdiction	Application Number	Application Date	Record Owner
KNEEBAR	United States of America	97673960	November 11, 2022	Ossio LTD

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
OSSIO	United States of America	5921948	November 26, 2019	Ossio LTD
OSSIOfiber	United States of America	5993111	February 25, 2020	Ossio LTD
DURALink	United States of America	7228053	November 28, 2023	Ossio LTD
OSSIO	Canada	1137894	August 12, 2022	Ossio LTD
OSSIOfiber	Canada	1137884	August 12, 2022	Ossio LTD
OSSIO	Madrid Protocol	1453163	December 2, 2018	Ossio LTD
OSSIO	Australia	1453163 <i>(Australian Reg. No 1993147)</i>	September 9, 2019	Ossio LTD
OSSIO	China	32340829	April 7, 2019	Ossio LTD
OSSIO	European Union (EUIPO)	1453163	August 1, 2019	Ossio LTD
OSSIO	India	1453163 <i>(India Reg. No 4110641)</i>	October 24, 2019	Ossio LTD
OSSIO	Israel	305849	May 2, 2019	Ossio LTD
OSSIO	Israel	300545	April 10, 2018	Ossio LTD

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
OSSIO	Japan	1453163	July 30, 2020	Ossio LTD
OSSIO	Mexico	1453163 (<i>Mexico Reg. No. 2226502</i>)	March 30, 2021	Ossio LTD
OSSIO	Republic of Korea	1453163 (<i>Korea Reg. No 4020200074129</i>)	August 10, 2020	Ossio LTD
OSSIO	Russian Federation	1453163	September 5, 2019	Ossio LTD
OSSIO	Turkey	1453163	December 2, 2018	Ossio LTD
OSSIO	United Kingdom	UK00801453163	August 2, 2019	Ossio LTD
OSSIOfiber	Madrid Protocol	1458007	November 29, 2018	Ossio LTD
OSSIOFIBER	Australia	1458007 (<i>Australia Reg. No. 1999751</i>)	October 15, 2019	Ossio LTD
OSSIOFIBER	China	1458007 (<i>China Reg. No. 305835</i>)	May 31, 2019	Ossio LTD
OSSIOFIBER	European Union (EUIPO)	1458007	August 29, 2019	Ossio LTD
OSSIOFIBER	India	1458007 (<i>India Reg. No. 4134383</i>)	November 1, 2019	Ossio LTD
OSSIOfiber	Israel	305835	October 3, 2018	Ossio LTD
OSSIOFIBER	Japan	1458007	August 27, 2020	Ossio LTD
OSSIOfiber	Mexico	1458007 (<i>Mexico Reg. No. 2034686</i>)	October 11, 2019	Ossio LTD
OSSIOfiber	Republic of Korea	1458007 (<i>Korea Reg. No. 4020200078579</i>)	August 25, 2020	Ossio LTD
OSSIOFIBER	Russian Federation	1458007	October 15, 2019	Ossio LTD

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
OSSIOFIBER	Turkey	1458007	December 9, 2019	Ossio LTD
OSSIOFIBER	United Kingdom	UK00801458007	August 30, 2019	Ossio LTD