

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEARLDIVER TECHNOLOGIES, INC.		04/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Musculoskeletal Transplant Foundation, Inc.		
Street Address:	125 MAY STREET, SUITE 300		
City:	EDISON		
State/Country:	NEW JERSEY		
Postal Code:	08837		
Entity Type:	NON-PROFIT CORPORATION: D.C.		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4686004	AMNIOCLEAR LCT	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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:	973-848-8308		
Email:	mfriscia@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	MICHAEL R. FRISCIA		
Address Line 1:	MCCARTER & ENGLISH, LLP		
Address Line 2:	100 Mulberry Street, Four Gateway Center		
Address Line 4:	NEWARK, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	96554-00042		
NAME OF SUBMITTER:	Michael R. Friscia		
SIGNATURE:	/Michael R. Friscia/		
DATE SIGNED:	12/16/2015		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (hereinafter referred to as this "Agreement") dated as of the 20th day of April, 2011, by and between PEARLDIVER TECHNOLOGIES, INC., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "PDT"), and MUSCULOSKELETAL TRANSPLANT FOUNDATION, INC., a non-profit corporation organized and existing under the laws of the District of Columbia (hereinafter referred to as "MTF").

WITNESSETH:

WHEREAS, pursuant to that certain Secured Note Purchase Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") by and between PDT and MTF, MTF is willing to make certain financial accommodations for the benefit of PDT pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Note Purchase Agreement, PDT is required to execute and deliver this Agreement to MTF;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned PDT hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement.

2. Grant of Security Interest. PDT hereby grants to MTF a continuing first priority security interest in all of PDT's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (hereinafter referred to, collectively, as the "Trademark Collateral"): (i) all Trademarks in any manner directly or indirectly relating to or arising from the Business, including, without limitation, those referred to on Schedule I hereto; (ii) all reissues, continuations or extensions of the foregoing; (iii) any and all licenses with respect to any of the foregoing; (iv) all goodwill of the business connected with the use of, and symbolized by the foregoing; and (v) all products and proceeds of the foregoing, including any claim by PDT against third parties for past, present or future infringement or dilution of any of the foregoing, or injury to the goodwill associated with any of the foregoing.

3. Security for Obligations. This Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to MTF pursuant to the Note Purchase Agreement. PDT hereby acknowledges and affirms that the rights and remedies of MTF with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. If PDT shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. PDT shall give prompt notice in writing to MTF with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting PDT's obligations under this Section 4, PDT hereby authorizes MTF unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of PDT. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from MTF's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute the one the same instrument.

IN WITNESS WHEREOF, PDT has executed this Agreement as of the date first above-written.

ATTEST:

PEARLDIVER TECHNOLOGIES, INC.

By 

By 

ACCEPTED and ACKNOWLEDGED by:

ATTEST:

MUSCULOSKELETAL TRANSPLANT
FOUNDATION, INC.

By 

By 

SCHEDULE 1

TRADEMARKS

1. AMNIOCLEAR (stylized), serial no. 77735321, filed September 22, 2009; registration no. 3721955, registered December 8, 2009.
2. AMNIOCLEAR, serial no. 77735305, filed May 12, 2009; registration no. 3721952, registered December 8, 2009.

SCHEDULE 1 (AMENDED)

TRADEMARKS

1. AMNIOCLEAR (stylized), serial no. 77735321, filed September 22, 2009; registration no. 3721955, registered December 8, 2009.
2. AMNIOCLEAR, serial no. 77735305, filed May 12, 2009; registration no. 3721952, registered December 8, 2009.
3. AMNIOCLEAR LCT, serial no. 86252154, filed April 15, 2014, registration no. 4686004, registered February 10, 2015.
4. AMNIOVISC, serial no. 86548420, filed February 27, 2015.
5. CHORIOCLEAR, serial no. 86445310, filed November 5, 2014.
6. LIVENTA, serial no. 86073109, filed September 24, 2013, registration no. 4736048, registered May 12, 2015.