

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cartiva, Inc.		10/16/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING IV TRUST		
Street Address:	C/O MIDCAP FINANCIAL SERVICES, LLC		
Internal Address:	7255 WOODMONT AVE., SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3958276	CARTIVA	
Registration Number:	4800188	PROXIFUSE	
Registration Number:	5325251	THE DIFFERENCE IS MOVING	
Registration Number:	5520743	THE DIFFERENCE IS DATA	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	036639.000039		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	10/25/2018		

CH \$115.00 3958276

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 16th day of October, 2018, by and between **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust ("Agent"), and **CARTIVA, INC.**, a Delaware corporation ("Cartiva" and the "Grantor").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantor (the "Credit Extensions") in the amounts and manner set forth in that certain Amended and Restated Credit, Security and Guaranty Agreement, by and between Agent, the Lenders, **WRIGHT MEDICAL GROUP N.V.**, a public limited liability company organized and existing under the laws of the Netherlands with its corporate seat (*statutaire zetel*) in Amsterdam and registered with the Dutch trade register under number 34250781, as a Guarantor ("Parent"), **WRIGHT MEDICAL GROUP, INC.**, a Delaware corporation ("Wright"), each of the direct and indirect Subsidiaries of Parent set forth on the signature pages thereto dated as of May 7, 2018 (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"). The Lenders are willing to make the Credit Extensions to the Grantor, but only upon the condition, among others, that the Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, the Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, the Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, Intellectual Property Collateral shall not include Excluded Property.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

This Intellectual Property 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CARTIVA, INC.

By: 

Name: Lance A. Berry


Title: President

AGENT:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Country	Status	Application No.	Publ. No.	Filing Date	Patent No.
Tapered Joint Implant and Related Tools	US	Issued	13/480,272	2013/0006368	05/24/2012	9,155,543
Methods of Repairing a Joint Using a Wedge-Shaped Implant	US	Issued	14/826,918	2016/0038308	08/14/2015	9,526,632
Devices and Methods for Creating Wedge-Shaped Recesses	US	Pending	15/386,756	2017/0165074	12/21/2016	
Method and System for Orthopedic Repair	US	Issued	14/165,421	2014/0214080	01/27/2014	9,737,294
Systems and Methods for Orthopedic Repair	US	Allowed	14/763,502	2015/0351815	07/24/2015	
Tooling for Creating Tapered Opening in Tissue and Related Methods	US	Pending	15/098,265	2016/0302930	04/13/2016	
Hydrogel Implants with Porous Materials and Methods	US	Issued	15/085,840	2016/0287392	03/30/2016	9,907,663
Hydrogel Implants with Porous Materials and Methods	US	Pending	15/909,077	2018/0185159	03/01/2018	
Carpometacarpal (CMC) Implants and Methods	US	Pending	15/085,796	2016/0287407	03/30/2016	
Method of Producing PVA Hydrogel Implants and Related Devices	US	Issued	11/626,405	2007/0179622	01/24/2007	8,038,920 *

* Registered in the name of Carticept Medical, Inc., but assigned to Cartiva, Inc. pursuant to that certain Technology and Asset Assignment Agreement effective December 29, 2011

EXHIBIT C

Trademarks

Mark	Country	Class	Status	Application No.	Filing Date	Reg. No.	Reg. Date
CARTIVA	US	10	Registered	77/631,592	12/11/2008	3958276	05/10/2011
PROXIFUSE	US	10	Registered	85/954,105	06/07/2013	4800188	08/25/2015
THE DIFFERENCE IS MOVING	US	10	Registered	87/146,753	08/22/2016	5325251	10/31/2017
THE DIFFERENCE IS DATA	US	10	Registered	87/454,052	05/17/2017	5520743	07/17/2018

EXHIBIT D

Mask Works

None.