

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506201

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oxford Performance Materials, Inc.		01/16/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association		
<b>Street Address:</b>	157 Church Street, 20th Floor		
<b>City:</b>	New Haven		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06510		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2375109	OXPEKK	
<b>Registration Number:</b>	4663542	OPM	
<b>Registration Number:</b>	4847018	OPM	
<b>Registration Number:</b>	4739784	OSTEOFAB	
<b>Registration Number:</b>	4494814	OSTEOFAB	
<b>Registration Number:</b>	4494815	OXFAB	
<b>Registration Number:</b>	5583717	OXFAB	
<b>Registration Number:</b>	4923412	PERMETTA	
<b>Registration Number:</b>	5186748	SPINEFAB	
<b>Registration Number:</b>	5266317	HPAM	
<b>Serial Number:</b>	86734908	OXCOAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602515211		
<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>	860-251-5703		
<b>Email:</b>	trademarks@goodwin.com		
<b>Correspondent Name:</b>	Barb Villandry, Paralegal		
<b>Address Line 1:</b>	Shipman & Goodwin LLP		

OP \$290.00 2375109

**Address Line 2:** One Constitution Plaza  
**Address Line 4:** Hartford, CONNECTICUT 06103-1919

**NAME OF SUBMITTER:** Barb Villandry, Paralegal

**SIGNATURE:** /Barb Villandry/

**DATE SIGNED:** 01/16/2019

**Total Attachments: 13**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of January 16, 2019 by **OXFORD PERFORMANCE MATERIALS, INC.**, a Delaware corporation (the “**Debtor**”), for the benefit of **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association (the “**Secured Party**”).

**W I T N E S S E T H**

**WHEREAS**, pursuant to a certain Loan Agreement dated as of the date hereof between the Debtor and Secured Party, Secured Party shall make loans or otherwise extend credit or provide certain financial accommodations to the Debtor; and

**WHEREAS**, pursuant to that certain Security Agreement dated as of the date hereof, between Debtor and the Secured Party (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Security Agreement**”), Debtor has granted to the Secured Party a security interest in the Collateral (as defined by the Security Agreement), including, without limitation, the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

**WHEREAS**, this Agreement is supplemental to the provisions contained in the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. DEFINITIONS.** Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

“**Copyrights**” means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on **Schedule A** attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

“**Domain Names**” means all domain names and domain name registration applications, that are owned by Debtor or in which Debtor has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on **Schedule A** attached hereto.

“**Patents**” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

“**Registry**” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on Schedule A attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

**2. SECURITY INTEREST.**

**2.1. Security Interest.** As collateral security for the payment and performance in full of all of the Obligations, Debtor hereby unconditionally grants to the Secured Party a continuing security interest in and lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral, and all proceeds and products of any of the foregoing. Debtor hereby authorizes the Secured Party to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of the Secured Party under this Agreement and the Security Agreement.

**2.2. Supplemental Security Agreement.** Pursuant to the Security Agreement, Debtor has granted to the Secured Party a continuing security interest in and lien on the Collateral (including, without limitation, certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral (including, without limitation, such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including, without limitation, the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the UCC (including, without limitation, the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the UCC. Any and all rights and interests of the Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Obligations of Debtor with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the Obligations of Debtor) in, to or with respect to the Collateral (including, without limitation, such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

**3. AFTER-ACQUIRED INTELLECTUAL PROPERTY.**

**3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents.** If, before the Obligations shall have been finally paid and satisfied in full, Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Debtor shall promptly give to the Secured Party notice

thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the interests of the Secured Party therein.

**3.2. Amendment to Schedule.** Debtor authorizes the Secured Party to modify this Agreement and the Assignment, without the necessity of Debtor's further approval or signature, by amending **Schedule A** hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the Security Agreement.

**4. NO ASSUMPTION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTOR, AND THE DEBTOR SHALL INDEMNIFY SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

**5. RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies of the Secured Party with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Secured Party under the Security Agreement.

**6. AMENDMENT AND WAIVER.** This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

**7. FILINGS.** The Secured Party may at any time and from time to time, at Debtor's expense, file, or have Secured Party's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.

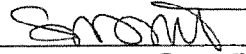
**8. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by

the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

OXFORD PERFORMANCE MATERIALS, INC.

By:   
Name: SEVERINE ZYGMONT  
Title: PRESIDENT

**ACKNOWLEDGED:**

WEBSTER BANK, NATIONAL ASSOCIATION, as  
Secured Party

By: \_\_\_\_\_  
Name: Peter Hicks  
Title: Senior Vice President

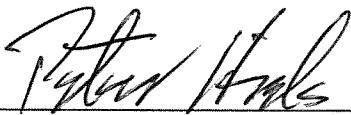
IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

**OXFORD PERFORMANCE MATERIALS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGED:**

**WEBSTER BANK, NATIONAL ASSOCIATION**, as  
Secured Party

By:   
Name: Peter Hicks  
Title: Senior Vice President



**Schedule A**

**Registered IP**

**Patents:**

<u>Title</u>	<u>Ctr</u>	<u>S/N</u>	<u>Patent No.</u>	<u>Status</u>	<u>Owner</u>
Customized Implant For Bone Replacement	BE	2349107	2349107	Patented	Oxford Performance Materials, Inc.
	DE	2349107	2349107	Patented	
	EP	2349107	2349107	Patented	
	FR	2349107	2349107	Patented	
	GB	2349107	2349107	Patented	
	IT	2349107	2349107	Patented	
	NL	2349107	2349107	Patented	
	US	14/815,348	10,143,555	Issued (12/4	
US	16/176,458	n/a	Pending		
Method Of Sizing Fibers And Articles Manufactured From The Same	EP	13849931.4.	EP29111807	Patented	Oxford Performance Materials, Inc.
	FR		EP29111807	Patented	
	BE		EP29111807	Patented	
	GB		EP29111807	Patented	
	IT		EP29111807	Patented	
	NL		EP29111807	Patented	
	DE		EP29111807	Patented	
	EP	18188614.4	n/a	Pending	
US	14/438,171	n/a	Pending		
Spinal Implant And Method For Fabricating The Same	US	14/828,099	10,105,240	Patented	Oxford Performance Materials, Inc.
	US	16/136,968	n/a	Pending	
	EP	15181570.1	n/a	Published	
Methods and System for Local Administration of Therapeutics	US	14/969,101	n/a	Pending	Oxford Performance Materials, Inc.
Enabler for Resin Infusion Family Processes	US	62/622,409(provisional - Deadline to file UTL 1-15-19	n/a	Pending	Oxford Performance Materials, Inc.



Suture Anchors	US	16/206,099	n/a	Pending	Oxford Performance Materials, Inc.
Highly Porous Metallic Structures	US	Awaiting preparation.	n/a	n/a	Oxford Performance Materials, Inc.
Method of Using sPEKK Material	US	Awaiting preparation.	n/a	n/a	Oxford Performance Materials, Inc.
Method of Screening	US	Awaiting preparation.	n/a	n/a	Oxford Performance Materials, Inc.
Distal Femur Implant	US	Preparing to file utility	n/a	n/a	Oxford Performance Materials, Inc.

**Trademarks:**

Mark	Class	Goods/Services	Serial Number	Filing Date	Reg. Number
OXPEKK	017	Glass, carbon and mineral filled poly ether ketone ketone compound resins in bars, blocks, pellets, sheets and tubes for general industrial use	75/776,204	1999-08-16	2,375,109
OXPEKK	017	Glass, carbon and mineral filled poly ether ketone ketone compound resins in bars, blocks, pellets, sheets and tubes for general industrial use	1155086 (I.R. 908532)	2006-12-08	1155086
OXPEKK	017	Glass, carbon and mineral filled poly ether ketone ketone compound resins in bars, blocks, pellets, sheets and tubes for general industrial use	908532	2006-12-08	908532
OXPEKK	017	Glass, carbon and mineral filled poly ether ketone ketone compound resins in bars, blocks, pellets, sheets and tubes for general industrial use	908532 (I.R. 908532)	2006-12-08	908532

OXPEKK	017	Glass, carbon and mineral filled poly ether ketone ketone compound resins in bars, blocks, pellets, sheets and tubes for general industrial use	908532	2006-12-08	908532
OXPEKK	017	Glass, carbon and mineral filled poly ether ketone ketone compound resins in bars, blocks, pellets, sheets and tubes for general industrial use	908532	2006-12-08	908532
OXPEKK	017	Glass, carbon and mineral filled poly ether ketone compound resins in the form of bars, blocks, pellets, sheets and tubes for general industrial use	908532	2006-12-08	908532
OXPEKK	017	Glass, carbon and mineral filled poly ether ketone ketone compound resins in bars, blocks, pellets, sheets and tubes for general industrial use	200700103 (I.R. 908532)	2006-12-08	908532
OXPEKK	017	Glass, carbon and mineral filled poly ether ketone ketone compound resins in bars, blocks, pellets, sheets and tubes for general industrial use	908532	2006-12-08	908532
OXPEKK	017	Glass, carbon and mineral filled poly ether ketone ketone compound resins in bars, blocks, pellets, sheets and tubes for general industrial use	2007/04570 (I.R. 908532)	2006-12-08	2007/04570

Property	Class	Goods/Services	Serial Number	Filing Date	Reg. Number
OPM and Design	040	Custom manufacture of parts, namely medical, surgical and orthopaedic implants made from polymers, and industrial	86/287,809	2014-05-21	4,663,542

		parts made from polymers			
OPM and Design 	010, 012 017	Aircraft and aerospace components, namely, high performance parts manufactured from polymers using rapid prototyping techniques,  Medical, surgical and orthopaedic implants made of artificial materials,  Glass, carbon and mineral filled poly ether ketone compound resins in bars, blocks, pellets, sheets and tubes for general industrial use	86/287,8 36	2014-05-21	4,847,018

Property	Class	Goods/Services	Serial Number	Filing Date	Reg. Number
OSTEOFAB (Class 010)	010	Medical, surgical and orthopaedic implants made of artificial materials	86/026,2 49	2013-08-01	4,739,784
OSTEOFAB (Class 040)	040	Custom manufacture of medical, surgical and orthopaedic implants made of artificial materials	86/026,2 65	2013-08-01	4,494,814

Property	Class	Goods/Services	Serial Number	Filing Date	Reg. Number
OXFAB (Class 040)	040	Custom manufacture of goods and industrial parts to the order and specification of others	86/026,2 83	2013-08-01	4,494,815
OXFAB (Class 040)	040	Custom manufacture of goods and industrial parts to the order and specification of others	IR 1360247	2017-06-28	IR 1360247
OXFAB (Class 040)	040	Custom manufacture of goods and industrial parts to the order and specification of others	IR 1360247	2017-06-28	

OXFAB (Class 040)	040	Custom manufacture of goods and industrial parts to the order and specification of others	IR 1360247	2017-06-28	IR 1360247
OXFAB (Class 040)	040	Custom manufacture of goods and industrial parts to the order and specification of others	IR 1360247	2017-06-28	IR 1360247
OXFAB (Class 040)	040	Custom manufacture of goods and industrial parts to the order and specification of others	IR 1360247	2017-06-28	IR 1360247
OXFAB (Class 040)	040	Custom manufacture of goods and industrial parts to the order and specification of others	IR 1360247	2017-06-28	IR 1360247
OXFAB (Class 040)	040	Custom manufacture of goods and industrial parts to the order and specification of others	IR 1360247	2017-06-28	IR 1360247
OXFAB (Class 040)	040	Custom manufacture of goods and industrial parts to the order and specification of others	1360247	2017-06-28	1360247
OXFAB (Class 040)	040	Custom manufacture of goods and industrial parts to the order and specification of others	IR 1360247	2017-06-28	IR 1360247
OXFAB (Class 040)	012	Aircraft and aerospace components, namely, high performance parts in the nature of aircraft and spacecraft external frame components and customized interior aircraft and spacecraft components based on the needs of those vehicles, all manufactured from polymers	87/592,071	08/31/2017	5,583,717

Property	Class	Goods/Services	Serial Number	Filing Date	Reg. Number
PERMETTA	017	High performance films, namely polymer films comprising polyetheretherketone polymers, for use in aerospace, industrial, electronic, and medical fields	86/287,865	2014-05-21	4,923,412

Property	Class	Goods/Services	Serial Number	Filing Date	Reg. Number
SPINEFAB	010,040	Medical, surgical and orthopaedic implants made of artificial materials,  Custom manufacture of medical, surgical and orthopaedic implants made of artificial materials	86/026,218	2013-08-01	5,186,748

Property	Class	Goods/Services	Serial Number	Filing Date	Reg. Number
HPAM	010,012,040	Medical, surgical, and orthopaedic implants manufactured from polymers,  Aircraft and aerospace components manufactured from polymers,  Custom manufacture of parts, namely medical, surgical, and orthopaedic implants, aircraft and aerospace components, and other industrial parts	86/389,030	2014-09-09	5,266,317

Property	Class	Goods/Services	Serial Number	Filing Date	Reg. Number
OXCOAT	002	Polymers in powder form for coating surfaces by immersion or electrostatic spraying	86/734,908	08/24/2015	

**Domain Names<sup>1</sup>**

<b>Domain Name</b>	<b>Expires</b>
<u>www.oxfordpm.com</u>	<u>9/25/2027</u>
<u>www.Oxfordperformance.com</u>	<u>2/12/2019</u>
<u>www.Oxfordperformancematerials.com</u>	<u>9/29/2027</u>

**Copyrights**

None.

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<sup>1</sup> This section will be updated pending confirmation with OPM of the full list of domain names.