

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM850591

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PARAGON 28, INC.		11/02/2023	Corporation: DELAWARE
Paragon Advanced Technologies, Inc.		11/02/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 53</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4810921	PARAGON 28	
<b>Registration Number:</b>	4762945	EXCLUSIVELY FOOT & ANKLE PARAGON 28	
<b>Registration Number:</b>	4617271	MONSTER	
<b>Registration Number:</b>	4617755	GORILLA	
<b>Registration Number:</b>	4742612	GORILLA	
<b>Registration Number:</b>	5048385	HEVANS	
<b>Registration Number:</b>	5048177	HEVANS	
<b>Registration Number:</b>	4968745	MINI-MONSTER	
<b>Registration Number:</b>	4972672	BOW & ARROW	
<b>Registration Number:</b>	4968742	TUFFNEK	
<b>Registration Number:</b>	4968743	PARADERM	
<b>Registration Number:</b>	5267837	PRECISION	
<b>Registration Number:</b>	5063632	V 92	
<b>Registration Number:</b>	5409929	PRO 3	
<b>Registration Number:</b>	5274282	PARAGON 28 EXCLUSIVELY FOOT & ANKLE	
<b>Registration Number:</b>	5155306	PARAGON 28 EXCLUSIVELY FOOT & ANKLE	
<b>Registration Number:</b>	5151313	BEAST 100	
<b>Registration Number:</b>	7000666	TITAN 3-D	

CH \$1340.00 4810921

Property Type	Number	Word Mark
Registration Number:	5604500	TITAN 3-D
Registration Number:	5378789	BABY GORILLA
Registration Number:	5378787	BABY GORILLA
Registration Number:	5380625	JAWS
Registration Number:	5464682	P 2 8
Registration Number:	5464683	PROMO
Registration Number:	5464721	HAMMERTUBE SYSTEM
Registration Number:	5464727	PHANTOM
Registration Number:	5464726	PHANTOM
Registration Number:	5524163	PRECISION JONES
Registration Number:	5464729	HAMMERGRAFT SYSTEM
Registration Number:	5746396	TENOTAC
Registration Number:	5998173	AVITRAC
Registration Number:	6577099	AVITRAC
Registration Number:	5955665	GRAPPLER
Registration Number:	5955666	GRAPPLER P28
Registration Number:	6760843	PARATROOPER
Registration Number:	6760844	PARATROOPER
Registration Number:	6404423	PHANTOM ACTIVCORE NAIL
Registration Number:	6747813	MAVEN
Registration Number:	6880764	MGNUM
Registration Number:	6822008	R3ACT
Registration Number:	6993259	SMART28
Registration Number:	6993269	SMART28
Registration Number:	6993201	BIGFOOT
Registration Number:	6993200	MONKEY BARS
Registration Number:	7077017	MONKEY RINGS
Registration Number:	6993282	DISIOR
Registration Number:	7160595	BONELOGIC
Registration Number:	5087865	ADDITIVE ORTHOPAEDICS
Registration Number:	5971616	GAME PLAN
Registration Number:	5886768	LATTI-STRUCTURE
Registration Number:	6300854	DEATHSTAR
Serial Number:	98142561	PRECISION
Serial Number:	97719367	PRESERVE

**CORRESPONDENCE DATA**

Fax Number: 6175269899

**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.**

**Phone:** 617.526.9617  
**Email:** ypan@proskauer.com  
**Correspondent Name:** Abid Khalid  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place  
**Address Line 4:** Boston, MASSACHUSETTS 02110-2600

<b>ATTORNEY DOCKET NUMBER:</b>	11668.647
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<b>NAME OF SUBMITTER:</b>	Abid Khalid
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<b>SIGNATURE:</b>	/Abid Khalid/
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<b>DATE SIGNED:</b>	11/02/2023
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**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made this 2<sup>nd</sup> day of November, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and **ARES CAPITAL CORPORATION**, a Maryland corporation (“*Ares*”), in its capacity as collateral agent (in such capacity, together with its successors and assigns in such capacity, “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), among **PARAGON 28, INC.**, a Delaware corporation (“*Paragon*”, a “*Borrower*” and “*Administrative Borrower*”), **PARAGON ADVANCED TECHNOLOGIES, INC.**, a Delaware corporation (a “*Borrower*” and, together with Paragon, the “*Borrowers*”), the lenders from time to time party thereto (each, a “*Lender*” and, collectively, the “*Lenders*”), *Ares*, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”), the Collateral Agent, and **ACF FINCO I LP**, a Delaware limited partnership, as Revolving Agent for the Revolving Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Revolving Agent*”), the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantors have executed and delivered a Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to Collateral Agent, for the benefit of each member of the Secured Parties, to secure the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned, existing or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

- (a) all of its Trademarks and IP Licenses referred to on Schedule I;
- (b) all reissues, divisionals, reversions, continuations, continuations in part, reexaminations, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution or violation of any of the foregoing.

Notwithstanding the foregoing, Trademark Collateral shall not include Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the prompt and complete payment in full in cash and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark Collateral, such Grantor hereby authorizes Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement shall be subject to all of the terms and conditions set forth in Section 1.02 of the Credit Agreement, *mutatis mutandis*.

8. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

9. Sections 7.11 and 7.15 of the Security Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

GRANTORS:

PARAGON 28, INC.,  
a Delaware corporation

By: 

Name: Steve Deitsch

Title: Chief Financial Officer

PARAGON ADVANCED TECHNOLOGIES,  
INC.,

a Delaware corporation

By: 

Name: Steve Deitsch

Title: Treasurer

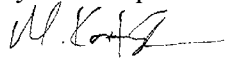
[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 008246 FRAME: 0904

**ACCEPTED AND ACKNOWLEDGED BY:**

COLLATERAL AGENT:

**ARES CAPITAL CORPORATION,**  
a Maryland corporation

By:  \_\_\_\_\_

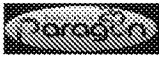


Name: **M. Kort Schnabel**









Title: **Authorized Signatory**



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Owner: Paragon 28, Inc.

Country	Mark	Goods/Service	Serial No	Filing Date	Registration No.	Registration Date	Status
U.S.	<b>PARAGON 28</b>	5 10	86/237,52 9	3/31/2014	4,810,921	9/15/2015	Registered
U.S.		5 10	86/237,54 4	3/31/2014	4,762,945	6/30/2015	Registered
U.S.	<b>MONSTER</b>	10	86/216,11 9	3/10/2014	4,617,271	10/7/2014	Registered
U.S.	<b>GORILLA</b>	10	86/293,78 3	5/28/2014	4,617,755	10/7/2014	Registered
U.S.		10	86/372,04 7	8/20/2014	4,742,612	5/26/2015	Registered
U.S.		10	86/858,89 1	12/28/2015	5,048,385	9/27/2016	Registered
U.S.	<b>HEVANS</b>	10	86/787,68 7	10/14/2015	5,048,177	9/27/2016	Registered
U.S.	<b>MINI MONSTER</b>	10	86/787,69 3	10/14/2015	4,968,745	5/31/2016	Registered
U.S.	<b>BOW AND ARROW</b>	10	86/787,67 9	10/14/2015	4,972,672	6/7/2016	Registered
U.S.	<b>TUFFNEK</b>	10	86/787,64 6	10/14/2015	4,968,742	5/31/2016	Registered
U.S.	<b>PARADERM</b>	5	86/787,66 2	10/14/2015	4,968,743	5/31/2016	Registered
U.S.	<b>PRECISION</b>	10	86/787,67 3	10/14/2015	5,267,837	8/15/2017	Registered
U.S.	<b>PRECISION</b>	10	98/142,56 1	8/21/2023			Pending

Country	Mark	Goods/Services	Serial No	Filing Date	Registration No.	Registration Date	Status
U.S.		10	86/935,418	3/10/2016	5,063,632	10/18/2016	Registered
U.S.		5	86/935,428	3/10/2016	5,409,929	2/27/2018	Registered
U.S.		10	87/104,044	7/14/2016	5,274,282	8/29/2017	Registered
U.S.		5	87/104,035	7/14/2016	5,155,306	3/7/2017	Registered
U.S.	<b>BEAST 100</b>	5	87/170,714	9/14/2016	5,151,313	2/28/2017	Registered
U.S.	<b>TITAN 3-D</b>	10	87/186,346	9/28/2016	7,000,666	3/14/2023	Registered
U.S.		10	87/627,686	9/29/2017	5,604,500	11/13/2018	Registered
U.S.	<b>BABY GORILLA</b>	10	87/482,760	6/9/2017	5,378,789	1/16/2018	Registered
U.S.		10	87/482,750	6/9/2017	5,378,787	1/16/2018	Registered
U.S.	<b>JAWS</b>	10	87/527,161	7/13/2017	5,380,625	1/16/2018	Registered
U.S.		5 10	87/687,357	11/16/2017	5,464,682	5/8/2018	Registered
U.S.	<b>PROMO</b>	10	87/687,378	11/16/2017	5,464,683	5/8/2018	Registered
U.S.	<b>HAMMERTUBE SYSTEM</b>	10	87/715,733	12/11/2017	5,464,721	5/8/2018	Registered
U.S.	<b>PHANTOM</b>	10	87/721,452	12/14/2017	5,464,727	9/27/2018	Registered
U.S.		10	87/721,448	12/14/2017	5,464,726	5/8/2018	Registered

Country	Mark	Goods/Services	Serial No	Filing Date	Registration No.	Registration Date	Status
U.S.	<b>PRECISION JONES</b>	10	87/722,082	12/15/2017	5,524,163	7/24/2018	Registered
U.S.	<b>HAMMERGRAFT SYSTEM</b>	5	87/722,086	12/15/2017	5,464,729	5/8/2018	Registered
U.S.	<b>TENOTAC</b>	10	87/589,557	8/30/2017	5,746,396	5/7/2019	Registered
U.S.	<b>AVITRAC</b>	5	88/250,157	1/4/2019	5,998,173	2/25/2020	Registered
U.S.	<b>AVITRAC</b>	5	88/608,883	9/9/2019	6,577,099	11/30/2021	Registered
U.S.	<b>GRAPPLER</b>	10	88/554,527	7/31/2019	5,955,665	1/7/2020	Registered
U.S.	 <b>GRAPPLER</b>	10	88/554,568	7/31/2019	5,955,666	1/7/2020	Registered
U.S.	<b>PARATROOPER</b>	10	88/608,886	9/9/2019	6,760,843	6/14/2022	Registered
U.S.	 <b>PARATROOPER</b>	10	88/608,888	9/9/2019	6,760,844	6/14/2022	Registered
U.S.	<b>PHANTOM ACTIVCORE NAIL</b>	10	88/695,797	11/18/2019	6,404,423	6/29/2021	Registered
U.S.	<b>MAVEN</b>	10	90/203,947	9/23/2020	6,747,813	5/31/2022	Registered
U.S.	<b>MgNum</b>	5	90/327,203	11/18/2020	6,880,764	10/18/2022	Registered
U.S.	<b>R3ACT</b>	10	90/327,180	11/18/2020	6,822,008	8/16/2022	Registered
U.S.	<b>SMART28</b>	42	97/205,781	1/6/2022	6,993,259	2/28/2023	Registered
U.S.	<b>SMART28</b>	42	97/229,197	1/20/2022	6,993,269	2/28/2023	Registered

Country	Mark	Goods/Services	Serial No	Filing Date	Registration No.	Registration Date	Status
U.S.	<b>PRESERVE</b>	5	97/719,367	12/15/2022			Pending
U.S.	<b>BIGFOOT</b>	41	97/129,436	11/17/2021	6,993,201	2/28/2023	Registered
U.S.	<b>MONKEY BARS</b>	10	97/129,405	11/17/2021	6,993,200	2/28/2023	Registered
U.S.	<b>MONKEY RINGS</b>	10	97/273,969	2/18/2022	7,077,017	6/6/2023	Registered
U.S.	<b>DISIOR</b>	42	97/274,003	02/18/2022	6,993,282	02/28/2023	Registered
U.S.	<b>BONELOGIC</b>	9	97/301,051	03/08/2022	7,160,595	09/12/2023	Registered

Owner: Paragon Advanced Technologies, Inc.

Country	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
U.S.	Additive Orthopaedics	005	86737299 8/26/2015	5087865 11/22/2016	Registered
U.S.	Game Plan	9, 42	88477614 6/18/2019	5971616 1/28/2020	Registered
U.S.	Latti-Structure	10	88135746 9/28/2018	5886768 10/15/2019	Registered
U.S.	DeathStar	10	90104387 8/10/2020	6300854 3/23/2021	Registered