

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI65637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIPER TECHNOLOGIES LLC		03/01/2024	Limited Liability Company: OREGON
AVALIGN TECHNOLOGIES, INC.		03/01/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Crescent Agency Services, LLC		
Street Address:	11100 SANTA MONICA BOULEVARD		
Internal Address:	SUITE 2000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87345939	AVALIGN	
Serial Number:	77120068	AVALIGN	
Serial Number:	77975196	AVALIGN	
Serial Number:	77975078	AVALIGN TECHNOLOGIES	
Serial Number:	77120077	AVALIGN TECHNOLOGIES	
Serial Number:	77120021		
Serial Number:	77975170		
Serial Number:	77975195	AVALIGN TECHNOLOGIES	
Serial Number:	87593998	AVALIGN	
CORRESPONDENCE DATA			
Fax Number:	2125584229		
<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:	2125584229		
Email:	demarcor@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		

OP \$240.00.00 87345939

Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 021692/00021

NAME OF SUBMITTER: Raffaele DeMarco

SIGNATURE: Raffaele DeMarco

DATE SIGNED: 03/04/2024

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of March 1, 2024 between the signatories hereto (collectively, the “Grantor”) in favor of CRESCENT AGENCY SERVICES, LLC, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of March 1, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable

federal Law and, except to the extent perfected by the filing of a UCC financing statement, any non-U.S. intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

(c) (i) All copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, exclusive licensee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule 3 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks or the United States Copyright Office, as applicable, and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

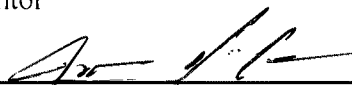
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

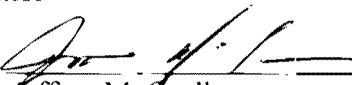
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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

VIPER TECHNOLOGIES LLC,
as Grantor

By: 
Name: Jeffery McCaulley
Title: President and Chief Executive Officer


AVALIGN TECHNOLOGIES, INC.,
as Grantor

By: 
Name: Jeffery McCaulley
Title: President and Chief Executive Officer




CRESCENT AGENCY SERVICES, LLC,
as Collateral Agent

By: Crescent Capital Group LP, its Managing
Member

By: 
Name: Chris Wang
Title: Managing Director

By: 
Name: Peter Quinones
Title: Vice President

**SCHEDULE 1
TRADEMARKS**

Mark	App. No.	Filing Date	Registration No.	Registration Date	Grantor
AVALIGN	87345939	22-FEB-2017	6164383	29-SEPT-2020	Avalign Technologies, Inc.
AVALIGN	77120068	01-MAR-2007	3883209	30-NOV-2010	Avalign Technologies, Inc.
AVALIGN	77975196	01-MAR-2007	3440565	03-JUN-2008	Avalign Technologies, Inc.
AVALIGN TECHNOLOGIES 	77975078	01-MAR-2007	3449379	17-JUN-2008	Avalign Technologies, Inc.
AVALIGN TECHNOLOGIES	77120077	01-MAR-2007	3908280	18-JAN-2011	Avalign Technologies, Inc.
<i>Design Only</i> 	77120021	01-MAR-2007	3914633	01-FEB-2011	Avalign Technologies, Inc.
<i>Design Only</i> 	77975170	01-MAR-2017	3440564	03-JUN-2008	Avalign Technologies, Inc.
AVALIGN TECHNOLOGIES	77975195	01-MAR-2007	3449380	17-JUN-2008	Avalign Technologies, Inc.
AVALIGN	87593998	01-SEP-2017	5437557	03-APR-2018	Avalign Technologies, Inc.

**SCHEDULE 2
PATENTS**

Title	Serial No.	Patent No.	Issue Date	Grantor
Metal Injection Molding Methods And Feedstocks	U.S. 11/941,018	U.S. 7,883,662	02-08-2011	Viper Technologies, LLC
Methods Of Forming Porous Coatings On Substrates	U.S. 12/555,440	U.S. 8,124,187	02-28-2012	Viper Technologies, LLC
Methods Of Preparing A Surface Of A Cast Zirconium Alloy Substrate For Oxidation	U.S. 14/061,466	U.S. 9,404,173	08-02-2016	Viper Technologies, LLC
Methods Of Forming An Oxide Layer On A Metal Body	U.S. 15/195,624	U.S. 10,865,468	12-15-2020	Avalign Technologies, Inc.
Reamer Shaft Extension Assembly	U.S. 16/160400	U.S. 11,013,520	05-25-2021	Avalign Technologies, Inc.
Rotationally balanced slot pattern for flexible shafts	U.S. 16/949,575	U.S. 11,672,545	06-13-2023	Avalign Technologies, Inc.
Methods Of Forming An Oxide Layer On A Metal Body	EP 17821152.0	EP 3475013 (validated in DE, FR, UK)	06-28-2017	Viper Technologies, LLC

PATENT APPLICATIONS

Title	Serial No.	Filing Date	Grantor
Rotationally Balanced Slot Pattern For Flexible Shafts	EP 21735486.9	5-28-2021	Avalign Technologies, Inc.

**SCHEDULE 3
COPYRIGHTS**

None.