

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3512955

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
4WEB, INC.	09/03/2015
RECEIVING PARTY DATA	
Name:	STEVENS FINANCIAL GROUP, LP
Street Address:	11 DANIEL ROAD EAST
City:	FAIRFIELD
State/Country:	NEW JERSEY
Postal Code:	07004
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	8430930
Application Number:	12960092
Application Number:	12818508
Application Number:	13194561
Application Number:	13668968
Application Number:	13805231
Application Number:	13762825
Application Number:	14036974
Application Number:	14215961
Application Number:	14216087
Application Number:	14743555
Application Number:	14743579
Application Number:	14743607
PCT Number:	US2014030319
PCT Number:	US2014030358
CORRESPONDENCE DATA	
Fax Number:	(212)973-7012
<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:	212-297-2417

Email: rosterweil@daypitney.com
Correspondent Name: RYAN S. OSTERWEIL
Address Line 1: 7 TIMES SQUARE, 20TH FLOOR
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	782238.000050
NAME OF SUBMITTER:	RYAN S. OSTERWEIL
SIGNATURE:	/Ryan S. Osterweil/
DATE SIGNED:	09/03/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") dated as of September 3, 2015, is made between 4WEB, Inc., a Texas corporation (the "Grantor") and Stevens Financial Group, LP, a New Jersey limited partnership ("Secured Party").

Recitals

A. **Schedule A** hereto lists all registered patents and patent applications for patents in which the Grantor is the owner.

B. **Schedule B** hereto lists all registered trademarks and applications for trademarks in which Grantor is the owner.

C. Reference is made to that certain Subordinated Loan and Security Agreement, dated as of September 3, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Secured Party, as Lender, and 4WEB, Inc., as Borrower.

D. Pursuant to the Loan Agreement, Grantor has granted to Secured Party a security interest in all of its assets.

E. Secured Party has required that Grantor execute this Agreement to evidence the security interest granted to Secured Party in any patents, patent applications, trademarks or trademark applications and for recording with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the foregoing, Grantor hereby agrees as follows:

1. Definitions. Terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings given them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Event of Default" means (i) an Event of Default, as defined in the Loan Agreement or any other Loan Document, or (ii) any breach by Grantor of any of its obligations under this Agreement.

"Patents" means all of the Grantor's right, title and interest in and to (i) patents or applications for patents, (ii) fees or royalties with respect to each, (iii) the right to sue for past infringement and damages therefore, and (iv) licenses thereunder in which the Grantor is the licensor, all as presently existing or hereafter arising or acquired, including without limitation, the patents listed on **Schedule A** attached hereto.

"Security Interest" has the meaning given to such term in Section 2 hereof.

“Trademarks” means all of the Grantor’s right, title and interest in and to: trademarks, service marks, certification marks, collective membership marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications listed on **Schedule B** hereto (as such exhibit may be amended or supplemented from time to time), (ii) all renewals and extensions thereof, (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

2. Security Interest. In order to secure the Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Loan Agreement, do hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Patents and Trademarks to secure payment of the Obligations. This security interest is in any and all rights that may exist or hereafter arise under any patent or trademark law now or hereinafter in effect in the United States of America or in any other country.

3. Representations and Warranties. The Grantor represents, warrants, covenants and agrees as follows:

(a) Patents. **Schedule A** attached hereto lists all Patents owned or controlled by the Grantor free and clear of any Lien other than Permitted Liens, as of the date hereof, or to which the Grantor has a right as of the date hereof to have assigned to it (other than as a licensee), and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Grantor owns, controls or has a right to have assigned to it any Patents not listed on **Schedule A** attached hereto, or if **Schedule A** attached hereto ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Grantor shall promptly provide written notice to Secured Party and will provide a replacement **Schedule A** if requested by Secured Party, which upon acceptance by Secured Party shall become part of this Agreement.

(b) Trademarks. **Schedule B** attached hereto lists all Trademarks owned or controlled by the Grantor and for which an application for registration has been filed with the U.S. Patent and Trademark Office free and clear of any Lien other than Permitted Liens, as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Schedule B** attached hereto need not list common law marks (i.e. Trademarks for which there are no

applications or registrations) which are not material to the Grantor's business(es). If after the date hereof, the Grantor owns or controls any Trademarks not listed on **Schedule B** attached hereto (other than common law marks which are not material to the Grantor's business(es)), or if **Schedule B** attached hereto ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Grantor shall promptly provide written notice to Secured Party and if requested by Secured Party will provide a replacement **Schedule B**, which upon acceptance by Secured Party shall become part of this Agreement.

4. Protection of Patents and Trademarks. The Grantor covenants that it will at its own expense protect, defend and maintain the Patents and Trademarks to the extent reasonably advisable in its business as determined by the Grantor in its sole discretion, provided that if the Grantor fails to do so, Secured Party may (but shall have no obligation to) do so in the Grantor's name or in Secured Party's name, but at the Grantor's expense, and the Grantor shall reimburse Secured Party in full for all expenses, including reasonable attorney's fees incurred by Secured Party in protecting, defending and maintaining the Patents and the Trademarks. The Grantor further covenants that it will give notice to Secured Party sufficient to allow Secured Party to timely carry out the provisions of this Section 4.

5. Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, Secured Party may, at its option, exercise any one or more of the following remedies: (a) exercise all rights and remedies available under the UCC, or under any applicable law; (b) sell, assign, transfer, pledge, encumber or otherwise dispose of any Patent or Trademark; (c) enforce any Patent or Trademark, and any licenses thereunder; and (d) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Patents and the Trademarks, against the Grantor or against any other person or property. If Secured Party shall exercise any remedy under this Agreement, the Grantor shall, at the reasonable request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid thereof. For the purposes of this Section 5, upon the occurrence of an Event of Default and during the continuation thereof, the Grantor appoints Secured Party as its attorney with the right, but not the duty, to endorse the Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to (i) act in its own name or enforce or use the Patents or the Trademarks, (ii) grant or issue any exclusive or non-exclusive licenses under the Patents or the Trademarks to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Patent or Trademark. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done pursuant to the powers granted in this Section 5.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of New Jersey.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Grantor:

4WEB, INC.

By: 

Name: Jesse Hunt

Title: President

Secured Party:

STEVENS FINANCIAL GROUP, LP

By: SFG MANAGEMENT, LLC

Its: General Partner

By: _____

Name: Michael R. Stevens

Title: Managing Member

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Grantor:

4WEB, INC.

By: _____

Name:


Title:

Secured Party:

STEVENS FINANCIAL GROUP, LP

By: SFG MANAGEMENT, LLC

Its: General Partner

By:  _____

Name: Michael R. Stevens

Title: Managing Member

Schedule A

Patents

Patent Registrations/Applications

Patent / Patent Application Name	Date Filed	Pat. No.	App. Serial No.	Publication No.
Truss Implant	April 30, 2013	U.S. Patent No. 8,430,930	U.S. Application No. 12/640,825	
Implant System and Method	published August 11, 2011		U.S. Application No. 12/960,092	U.S. Publication No. 2011/0196495
Bone Implant Interface System and Method	published December 22, 2011		U.S. Application No. 12/818,508	U.S. Publication No. 2011/0313532
Implant Interface System and Method	published January 31, 2013		U.S. Application No. 13/194,561	U.S. Publication No. 2013/0030529
Method of Length Preservation During Bone Repair	published May 16, 2013		U.S. Application No. 13/668,968	U.S. Publication No. 2013/0123935
Bone Implant Interface System and Method	published June 20, 2013		U.S. Application No. 13/805,231	U.S. Publication No.

				2013/0158672
Prosthetic Implant for Ball and Socket Joints and Method of Use	published August 22, 2013		U.S. Application No. 13/762,825	U.S. Publication No. 2013/0218282
Programmable Implants and Methods of Using Programmable Implants to Repair Bone Structures	published May 1, 2014		U.S. Application No. 14/036,974	U.S. Publication No. 2014/0121776
Traumatic Bone Fracture Repair Systems and Methods	published September 25, 2014		U.S. Application No. 14/215,961	U.S. Publication No. 2014/0288649
Motion Preservation Implant and Methods	published September 25, 2014		U.S. Application No. 14/216,087	U.S. Publication No. 2014/0288650
Implant Device Having a Non-Planar Surface	filed June 18, 2015		U.S. Application No. 14/743,555	
Implant Interface System and Device	filed June 18, 2015		U.S. Application No. 14/743,579	
Implant Device Having Curved or Arced Struts	filed June 18, 2015		U.S. Application No. 14/743,607	
Truss Implant	filed December 17, 2009		Canadian Application No. 2,746,505	

Truss Implant	filed December 17, 2009	European Patent No. 2358309		
Truss Implant	filed December 17, 2009	Australian Patent No. 2009335771		
Bone Implant Interface System and Method	filed June 13, 2011		Australian Application No. 2011267941	
Bone Implant Interface System and Method	filed June 13, 2011		Canadian Application No. 2,803,015	
Bone Implant Interface System and Method	filed June 13, 2011		European Application No. 11726306	EP Publication No. 2582327
Bone Implant Interface System and Method	filed June 13, 2011		Japanese Application No. 2013-515407	
Implant Interface System and Method	filed July 26, 2012		Japanese Application No. 2014-523976	
Method of Length Preservation During Bone Repair	filed November 5, 2012		Australian Application No. 2012332092	
Method of Length Preservation During Bone Repair	filed November 5, 2012		Canadian Application No. 2,854,021	

Method of Length Preservation During Bone Repair	filed November 5, 2012		European Application No. 12846553	EP Publication No. 2773293
Method of Length Preservation During Bone Repair	filed November 5, 2012		Japanese Application No. 2014-540188	
Prosthetic Implant for Ball and Socket Joints and Method of Use	filed February 8, 2013		Australian Application No. 2013216947	
Prosthetic Implant for Ball and Socket Joints and Method of Use	filed August 5, 2014		Canadian Application No. 2,863,865	
Prosthetic Implant for Ball and Socket Joints and Method of Use	filed February 8, 2013		European Application No. 13746753	EP Publication No. 2811942
Prosthetic Implant for Ball and Socket Joints and Method of Use	filed September 18, 2014		Japanese Application No. 2014-556705	
Programmable Implants and Methods of Using Programmable Implants to Repair Bone Structures	filed April 22, 2014		Canadian Application No. 2,889,063	


Programmable Implants and Methods of Using Programmable Implants to Repair Bone Structures	filed September 25, 2013		Chinese Application No. 201380055597.3	
Programmable Implants and Methods of Using Programmable Implants to Repair Bone Structures	filed September 25, 2013		European Application No. 13843010	EP Publication No. 2900181
Programmable Implants and Methods of Using Programmable Implants to Repair Bone Structures	filed September 25, 2013		Korean Application No. 10-2015-7010324	KR Publication No. 20150060828
Programmable Implants and Methods of Using Programmable Implants to Repair Bone Structures	filed March 20, 2015		Japanese Application No. 2015-533302	
Programmable Implants and Methods of Using Programmable Implants to Repair Bone Structures	filed September 25, 2013		Australian Application No. 2013323602	
Traumatic Bone Fracture Repair Systems and Methods	filed March 17, 2014		PCT Application No. PCT/US2014/030319	

Motion Preservation Implant and Methods	filed March 17, 2014		PCT Application No. PCT/US2014/030358	
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Schedule B

Trademarks

Trademark Registrations/Applications

Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods
4WEB	U.S. Reg. No. 4,199,901	registered August 28, 2012	<i>“medical devices, namely, delivery tools and implants comprising artificial material for use in orthopedic surgery; delivery tools and implants comprising artificial material for use in spinal surgery”</i> in International Class 10
	U.S. Reg. No. 4,195,632	registered August 21, 2012	<i>“medical devices, namely, delivery tools and implants comprising artificial material for use in orthopedic surgery; delivery tools and implants comprising artificial material for use in spinal surgery”</i> in International Class 10