

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
PEARLDIVER TECHNOLOGIES, INC.		04/20/2011
RECEIVING PARTY DATA		
Name:	MUSCULOSKELETAL TRANSPLANT FOUNDATION, INC.	
Street Address:	125 MAY STREET	
Internal Address:	SUITE 300	
City:	EDISON	
State/Country:	NEW JERSEY	
Postal Code:	08837	
PROPERTY NUMBERS Total: 11		
Property Type	Number	
Application Number:	62083606	
Application Number:	14290391	
Patent Number:	8961617	
Application Number:	13767204	
Application Number:	13767210	
Application Number:	13767215	
Application Number:	13767221	
Application Number:	13767224	
Application Number:	13790712	
Application Number:	13804731	
Application Number:	13804785	
CORRESPONDENCE DATA		
Fax Number:	(973)297-6624	
<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:	973-639-6987	
Email:	jfava@mccarter.com	
Correspondent Name:	MARK E. NIKOLSKY	
Address Line 1:	MCCARTER & ENGLISH, LLP	
Address Line 2:	FOUR GATEWAY CENTER, 100 MULBERRY STREET	

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Address Line 4: NEWARK, NEW JERSEY 07102	
ATTORNEY DOCKET NUMBER:	96554-00064
NAME OF SUBMITTER:	MARK E. NIKOLSKY
SIGNATURE:	/Mark E. Nikolsky/
DATE SIGNED:	10/06/2015
Total Attachments: 3 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif	

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (hereinafter referred to as this "**Agreement**") dated as of the 20th day of April, 2011, by and between **PEARLDIVER TECHNOLOGIES, INC.**, a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "**PDT**"), and **MUSCULOSKELETAL TRANSPLANT FOUNDATION, INC.**, a non-profit corporation organized and existing under the laws of the District of Columbia (hereinafter referred to as "**MTF**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Secured Note Purchase Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**") by and between PDT and MTF, MTF is willing to make certain financial accommodations for the benefit of PDT pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Note Purchase Agreement, PDT is required to execute and deliver this Agreement to MTF;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned PDT hereby agrees as follows:

1. **Defined Terms**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement.
2. **Grant of Security Interest**. PDT hereby grants to MTF a continuing first priority security interest in all of PDT's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (hereinafter referred to, collectively, as the "**Patent Collateral**"): (i) all Patents in any manner directly or indirectly relating to or arising from the Business, including, without limitation, those referred to on **Schedule I** hereto; (ii) any provisionals, substitutions, divisions, continuations, continuations in part, reissues, renewals, registrations, confirmations, reexaminations, extensions, supplementary protection certificate and the like with respect to the foregoing; (iii) any and all licenses with respect to any of the foregoing; and (iv) all products and proceeds of the foregoing, including any claim by PDT against third parties for past, present or future infringement or dilution of any of the foregoing.
3. **Security for Obligations**. This Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to MTF pursuant to the Note Purchase Agreement. PDT hereby acknowledges and affirms that the rights and remedies of MTF with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the

Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Authorization to Supplement.** If PDT shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. PDT shall give prompt notice in writing to MTF with respect to any such new patent rights. Without limiting PDT's obligations under this Section 4, PDT hereby authorizes MTF unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of PDT. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from MTF's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, PDT has executed this Agreement as of the date first above-written.

ATTEST:

PEARLDIVER TECHNOLOGIES, INC.

By 

By 

ACCEPTED and ACKNOWLEDGED by:

ATTEST:

MUSCULOSKELETAL TRANSPLANT
FOUNDATION, INC.

By 

By 

SCHEDULE I

PATENT APPLICATIONS

1. U.S. Provisional Application No. 61/361,563 filed July 6, 2010 entitled "Amnion Patches and Uses Thereof in Sport Injury Surgeries".
2. U.S. Provisional Application No. 61/362,447 filed July 8, 2010 entitled "Amnion and Chorion Replacement Cover and Uses Thereof in Treating Torn Muscles".
3. U.S. Provisional Application No. 61/353,717 filed July 11, 2010 entitled "Method of Treating Tendon Rupture with Amnion and Chorion Constructs".
4. U.S. Provisional Application No. 61/370,176 filed August 3, 2010 entitled "Method of Using Amnion Allograft for Endoscopic Surgery".
5. U.S. Provisional Application No. 61/366,361 filed July 22, 2010 entitled "Method of Treating Damaged Nerves and Amnion and Chorion Patches".
6. U.S. Provisional Application No. 61/370,593 filed August 4, 2010 entitled "Method of Treating Damaged or Inflamed Joints with Amnion and Chorion Patches".