

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4342473

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	LENKBAR, LLC	03/01/2017
RECEIVING PARTY DATA		
Name:	ERIK PAPENFUSS	
Street Address:	209 RIDGE DRIVE	
City:	NAPLES	
State/Country:	FLORIDA	
Postal Code:	34108	
Name:	HANS PAPENFUSS	
Street Address:	366 MEADOWLARK COURT	
City:	MARCO ISLAND	
State/Country:	FLORIDA	
Postal Code:	34145	
Name:	TIM O'BRIEN	
Street Address:	2850 BLACKSHEAR AVE.	
City:	PENSACOLA	
State/Country:	FLORIDA	
Postal Code:	32503	
Name:	LOUIS H. LAUCH	
Street Address:	7498 AYERS ROAD	
City:	CINCINNATI	
State/Country:	OHIO	
Postal Code:	45255	
Name:	NORTH AMERICAN SPECIALTIES INSURANCE COMPANY	
Street Address:	320 BROADWAY	
City:	CINCINNATI	
State/Country:	OHIO	
Postal Code:	45202	
PROPERTY NUMBERS Total: 17		

Property Type	Number
Application Number:	12968556
Application Number:	61875217
Application Number:	14915778
Application Number:	14203855
Application Number:	14695152
Application Number:	62256205
Application Number:	62259847
Application Number:	12049674
Application Number:	13528277
Application Number:	13220143
Application Number:	11062357
Application Number:	11061670
Patent Number:	8366559
Patent Number:	8808375
Patent Number:	8852191
Patent Number:	7719437
Patent Number:	7942880

CORRESPONDENCE DATA

Fax Number: (513)651-6981

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: 513.651.6791

Email: jmccconihay@fbtlaw.com

Correspondent Name: FROST BROWN TODD LLC-JULIE A. MCCONIHAY

Address Line 1: 301 EAST FOURTH STREET

Address Line 2: 3300 GREAT AMERICAN TOWER

Address Line 4: CINCINNATI, OHIO 45202

ATTORNEY DOCKET NUMBER: 0131048.0645128

NAME OF SUBMITTER: JULIE A. MCCONIHAY

SIGNATURE: /Julie A. McConihay/

DATE SIGNED: 03/29/2017

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("IP Security Agreement") dated as of March 1, 2017, is made by and among Lenkbar, LLC, a Delaware limited liability company ("Borrower") in the favor of Louis H. Lauch (the "Collateral Agent"), as Collateral Agent for the secured parties under the Purchase Agreement referred to below (the "Secured Parties").

WHEREAS, Borrower has entered into a Note Purchase Agreement dated as of March 1, 2017 (the "Purchase Agreement"); with the Collateral Agent and Secured Parties as parties thereto.

WHEREAS, as a condition precedent to making the loans by the Secured Parties under the Note Purchase Agreement, Borrower has executed and delivered to the Collateral Agent that certain Security Agreement dated as of March 1, 2017, made by and among the Borrower and the Collateral Agent (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Company has granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Company, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees with the Collateral Agent as follows:

1. Grant of Security. The Company hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Company, in, to and under the following (the "IP Collateral"):
 - (a) The patents and patent applications set forth on Exhibit A hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the "Patents").
 - (b) The trademark registrations and applications set forth on Exhibit B hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "Trademarks");
 - (c) All rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (d) Any and all royalties, fees, income, payments and other proceeds now or hereafter due and payable with respect to any of the foregoing; and

- (e) Any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for each such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. The Company authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Registor of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.
 3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the Note Purchase Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.
 4. Execution and Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.
 5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether in the State of Florida or any other jurisdiction).

The Company has caused this IP Security Agreement to be duly executed and delivered by its officer thereinto duly authorized as of the date first above written.

BORROWER:

Lenkbar, LLC, a Delaware limited liability company

By: 

Name: Timothy M. O'Brien

Title: Managing Partner

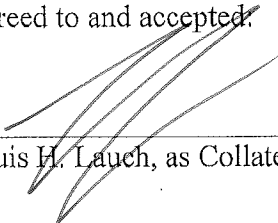
Address for Notices:

Lenkbar LLC

11430 Tamiami Trail E.

Naples, FL 34113

Agreed to and accepted:



Louis H. Lauch, as Collateral Agent

Address: 7498 Ayres Road
Cincinnati, OH 45255

Exhibit A

to

Patent Collateral Assignment
and Security Agreement

List of Patents and Patent Applications

² All MBE referenced IP was assigned by the inventor to SurgenCo, LLC, which then entered into an exclusive IP license arrangement with Lenkbar, LLC.

Schedule III
Trademarks

MBE-11402/29	13/528,277	06/20/2012	UNI-COMPARTMENTAL PROSTHESIS CUTTING GUIDE AND METHOD FOR PERFORMING LATERAL RETINACULAR RELEASE	ISSUED	8,852,191 B2	10/17/2014
MBE-11503/29	13/220,143	08/29/2011	BONY BALANCING APPARATUS AND METHOD FOR TOTAL KNEE REPLACEMENT	PENDING		
MBE-10602/29	11/062,357	02/22/2005	MAGNETIC BEDRAIL ATTACHMENT PARTICULARLY SUITED TO STERILE ENVIRONMENTS	ISSUED	7,719,437	05/18/2005
MBE-10702/29	11/061,670	02/18/2005	GEOMETRIC ACETABULAR REPLACEMENTS FOR DEFECTIVE BONE	ISSUED	7,942,880	05/17/2011

Exhibit B

to

Patent Collateral Assignment
and Security Agreement

List of Trademarks

LENKBAR TRADEMARK MATTERS

Mark	Application #	File Date	Reg Date	Registration #	Status
FLEXMETRIC Logo	85/656,289	06/20/2012	01/29/2013	4,282,822	REGISTERED
LENKBAR & Design	85/655,880	06/19/2012	12/10/2013	4,446,016	REGISTERED
FLEXMETRIC	86/106,574	10/31/2013	08/05/2014	4,579,061	REGISTERED
DREAMREAM	86/557,138	03/09/2015			ALLOWED
WITH FLEXIBILITY, THERE IS STRENGTH	86/557,155	03/09/2015			ALLOWED
DREAMREAM & DESIGN	86/557,181	03/09/2015			ALLOWED
FIGHTING DOVETAIL	86/604,138	04/21/2015			ALLOWED
INSIDER					DRAFTING APP