

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4486678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ZAVATION MEDICAL PRODUCTS, LLC	06/30/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ABACUS FINANCE GROUP, LLC, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	6 EAST 43RD STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8986534
<b>Application Number:</b>	15156517
<b>Application Number:</b>	15201643
<b>Application Number:</b>	62474768
<b>Application Number:</b>	62502844
<b>Application Number:</b>	62512986
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)574-4112
<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>	
<b>Phone:</b>	617-574-3518
<b>Email:</b>	SMORDAS@GOULSTONSTORRS.COM
<b>Correspondent Name:</b>	STACEY MORDAS
<b>Address Line 1:</b>	400 ATLANTIC AVENUE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>NAME OF SUBMITTER:</b>	STACEY A. MORDAS
<b>SIGNATURE:</b>	/s/ Stacey A. Mordas
<b>DATE SIGNED:</b>	06/30/2017
<b>Total Attachments: 5</b>	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of June 30, 2017, is made by ZAVATION MEDICAL PRODUCTS, LLC, a Mississippi limited liability company (“Grantor”), in favor of ABACUS FINANCE GROUP, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Grantor, Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Secured Parties have severally agreed to extend credit to Grantor, as Borrower under the Credit Agreement;

WHEREAS, the Secured Parties are willing to extend credit under the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this Patent 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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

- (a) all of its Patents, including those referred to on Schedule I hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations of and amendments to the foregoing;
- (c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction;
- (d) any and all royalties, fees, income, payments, products, and other proceeds now or hereafter due or payable with respect to any and all 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, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Patent Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and Grantor.

5. GOVERNING LAW. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Patent Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Patent Security Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantor, and at the expense of the Grantor, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Agreement.

[signature pages follow]

The undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ZAVATION MEDICAL PRODUCTS, LLC

By: 

Name: Rick S. Rees

Title: President and Treasurer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (Abacus/Zavation)]

**PATENT**  
**REEL: 042874 FRAME: 0935**

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

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

Name: Eric Petersen

Title: Senior Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (Abacus/Zavation)]

**PATENT**  
**REEL: 042874 FRAME: 0936**

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENT REGISTRATIONS**

<b>Grantor</b>	<b>Patent Name</b>	<b>Patent Number</b>	<b>Issue Date</b>
Zavation Medical Products, LLC	Surgical Kit for Spinal Surgery	8,986,354	August 15, 2013

**PATENT APPLICATIONS**

<b>Grantor</b>	<b>Patent Name</b>	<b>Application Number</b>	<b>Filing Date</b>
Zavation Medical Products, LLC	Method and System for Installing a Spinal Fusion Cage	15/156,517	May 17, 2016
Zavation Medical Products, LLC	Orthopedic Screws	15/201,643	July 5, 2016
Zavation Medical Products, LLC	Internal Fixation Devices with Rotatable Screw Locks	62/474,768	March 22, 2017
Zavation Medical Products, LLC	Expandable Spinal Cage Assemblies for Supporting Bone Structures	62/502,844	May 8, 2017
Zavation Medical Products, LLC	Expandable Bone Plate Assemblies	62/512,986	May 31, 2017