504491152 08/07/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4537854

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Execution Date
COHERA MEDICAL, INC.	08/04/2017

RECEIVING PARTY DATA

Name:	KKR CHROME INVESTORS L.P.	
Street Address:	C/O KOHLBERG KRAVIS ROBERTS & CO. L.P.	
Internal Address:	9 WEST 57TH STREET, SUITE 4200	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	8895052
Patent Number:	8652293
Application Number:	13693218
Patent Number:	9295750
Application Number:	14577216
Application Number:	15252275
Patent Number:	8287566
Patent Number:	8182647
Patent Number:	8950629

CORRESPONDENCE DATA

Fax Number: (213)891-8763

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.

Email:rhonda.deleon@lw.comCorrespondent Name:LATHAM & WATKINS LLPAddress Line 1:355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	035788-0081
NAME OF SUBMITTER:	RHONDA DELEON

PATENT 504491152 REEL: 043460 FRAME: 0502

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/07/2017
Total Attachments: 8	
source=Cohera - IPSA (2)#page1.tif	
source=Cohera - IPSA (2)#page2.tif	
source=Cohera - IPSA (2)#page3.tif	
source=Cohera - IPSA (2)#page4.tif	
source=Cohera - IPSA (2)#page5.tif	
source=Cohera - IPSA (2)#page6.tif	
source=Cohera - IPSA (2)#page7.tif	
source=Cohera - IPSA (2)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of August 4, 2017, by and between COHERA MEDICAL, INC. ("Grantor"), and KKR CHROME INVESTORS L.P. ("Secured Party").

RECITALS

- A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Senior Secured Promissory Note, dated the date hereof, between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "Note"; capitalized terms used but not otherwise defined herein are used as defined in the Note). Secured Party is willing to make the Loans upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Note and the other Loan Documents.
- B. Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure its obligations under the Note and the other Loan Documents, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:
- (a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

- (d) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <u>Exhibit C</u> attached hereto (collectively, the "**Trademarks**");
- (f) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above:
- (g) all licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include: (a) intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.
- 3. <u>Authorization</u>. Grantor hereby authorizes Secured Party to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.
- 4. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Note and the Security Agreement, each of which is hereby incorporated by reference. The provisions of the Note and/or the Security Agreement shall supersede and control

over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

- 5. <u>Execution in Counterparts</u>. 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 to 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.
- 6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. Governing Law. This 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 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

3

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

COHERA MEDICAL, INC.

By: Name: Patrick Daly

Title: President and Chief Executive Officer

SECURED PARTY:

KKR CHROME INVESTORS L.P.

By: KKR Chrome Investors GP LLC,

its general partner

By:_____

Name: Ali Satvat Title: Vice President

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

COHERA MEDICAL, INC.

By:______ Name: Patrick Daly

Title: President and Chief Executive Officer

SECURED PARTY:

KKR CHROME INVESTORS L.P.

By: KKR Chrome Investors GP LLC, its general partner

Title: Vice President

EXHIBIT A

Copyrights

None.

US-DOCS\91856918.3

EXHIBIT B

Patents

Title	App. No. App. Date	Patent No. Issue Date
Biodegradable compositions having pressure	13296670	8895052
sensitive adhesive properties	11/15/2011	11/25/2014
Hydrophilic biodegradable adhesives	13440074	8652293
• •	4/5/2012	2/18/2014
Silane-containing moisture-curable tissue sealant	13693218	
· ·	12/4/2012	
Biodegradable compositions having pressure	14551225	9295750
sensitive adhesive properties	11/24/2014	3/29/2016
Devices for applying surgical sealants	14577216	
	12/19/2014	
Meniscal Repair Adhesive	15252275	
•	8/31/2016	
Spray devices and methods	11925053	8287566
	10/26/2007	10/16/2012
Hydrophilic biodegradable adhesives	12123927	8182647
-	5/20/2008	5/22/2012
Device for delivering adhesive	12783378	8950629
-	5/19/2010	2/10/2015

US-DOCS\91856918.3

EXHIBIT C

Trademarks

Trademark	App. No. App. Date	Reg. No. Reg. Date
COHERA	86204373	4651860
	26-FEB-2014	09-DEC-2014
COHERA MEDICAL, INC.	78981324	3779639
	26-JUN-2006	20-APR-2010
SYLYS	85720799	4367236
	05-SEP-2012	16-JUL-2013
SYLYS	85720834	4367237
(Sylys)	05-SEP-2012	16-JUL-2013
TISSUGLU	78917254	3400026
TissuGiu	26-JUN-2006	18-MAR-2008

US-DOCS\91856918.3

RECORDED: 08/07/2017