504844124 03/29/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4890861

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT COLLATERAL AGREEMENT	

CONVEYING PARTY DATA

Name	Execution Date	
A&E ADVANCED CLOSURE SYSTEMS, LLC	08/03/2017	

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.		
Street Address:	111 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		

PROPERTY NUMBERS Total: 12

Property Type	Number		
Patent Number:	9265543		
Patent Number:	9561064		
Patent Number:	9333021		
Patent Number:	8984720		
Application Number:	15411682		
Application Number:	62527692		
Application Number:	62368753		
Application Number:	15645029		
Application Number:	15422109		
Application Number:	14562542		
Application Number:	14724448		
Application Number:	15223939		

CORRESPONDENCE DATA

Fax Number:

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: michael.barys@clarivate.com

Correspondent Name: NANCY A. ZARAZUA, PARALEGAL

Address Line 1: 111 WEST MONROE STREET 17TH FLOOR

Address Line 2: CHAPMAN AND CUTLER LLP Address Line 4: CHICAGO, ILLINOIS 60603

504844124 REEL: 045767 FRAME: 0048

PATENT |

NAME OF SUBMITTER: NANCY ZARAZUA			
SIGNATURE:	/MICHAEL BARYS/		
DATE SIGNED:	03/29/2018		
Total Attachments: 6			
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PATENT REEL: 045767 FRAME: 0049

PATENT COLLATERAL AGREEMENT

This 3rd day of August, 2017, A&E Advanced Closure Systems, LLC, a Delaware limited liability company ("Debtor") with its principal place of business and mailing address at 5206 Asbury Road, Wall Township, NJ 07727, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to BMO Harris Bank N.A. ("BMO"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Lenders (as defined in the Credit Agreement referred to below), and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "Agent"), for the benefit of the Lenders a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral"):

- (i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and
- (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, or misuse of any patent or patent application listed on Schedule A hereto, in each case together with the right but not obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Credit Agreement dated as of February 19, 2016 among Alto Development Corp., as the Borrower, the Guarantors from time to time party thereto, certain lenders from time to time party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "Credit Agreement").

Debtor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the patents and patent applications made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Patent Collateral are as provided by the Credit Agreement and the related documents, and nothing in this Patent Collateral Agreement shall be deemed to limit such rights and remedies.

4234183.01.03.docx 4200309 This Patent Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Patent Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the internal laws of the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Patent Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

PATENT REEL: 045767 FRAME: 0051 IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

A&E ADVANCED CLOSURE SYSTEMS, LLC

Name: Scott Hickey

Title: Treasurer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

у _____

Title: Assistant Vice President

[Signature Page to Patent Collateral Agreement - A&E Advanced Closure Systems, LLC]

PATENT REEL: 045767 FRAME: 0052 IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

A&E ADVANCED CLOSURE SYSTEMS, LLC

Ву	
Name:	
Title:	

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

Name: Joshua Gracia

Title: Assistant Vice President

SCHEDULE A TO PATENT COLLATERAL AGREEMENT

U.S. PATENT NUMBERS

TITLE	СО	STATUS	FILING DATE	APP. NO.	ISSUE DATE/ PUB. DATE	PAT. NO. / PUB. NO
BONE PLATE SYSTEM AND METHOD	US	Issued	Dec 27, 2012	13728878	Feb 23, 2016	9265543
BONE PLATE SYSTEM AND METHOD	US	Issued	Mar 15, 2013	13837615	Feb 7, 2017	9561064
TENSIONING INSTRUMENT	US	Issued	Apr 2, 2015	14677688	May 10, 2016	9333021
TENSIONING INSTRUMENT AND METHOD	US	Issued	Dec 28, 2012	13730597	Mar 24, 2015	8984720
BONE PLATE HAVING A CONNECTOR AND A CONNECTOR FOR A SURGICAL LOOP	US	Pending	Jan 20, 2017	15411682	N/A	N/A
DRIVER TOOL AND METHOD	US	Pending	Jun 30, 2017	62527692	N/A	N/A
SURGICAL CABLE TENSIONER	US	Pending	Jul 29, 2016	62368753	N/A	N/A
SURGICAL CABLE TENSIONER	US	Pending	Jul 10, 2017	15645029	N/A	N/A
BONE PLATE SYSTEM AND METHOD	US	Published	Feb 1, 2017	15422109	May 25, 2017	2017/0143394
BONE PLATE SYSTEM AND METHOD	US	Published	Dec 5, 2014	14562542	Jun 11, 2015	2015/0157374
TENSIONING INSTRUMENTS	US	Published	May 28, 2015	14724448	Dec 3, 2015	2015/0342654
TENSIONING INSTRUMENT	US	Published	Jul 29, 2016	15223939	Nov 17, 2016	2016/0331431

PATENT REEL: 045767 FRAME: 0054

RECORDED: 03/29/2018