PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5417022

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NEUROPRO TECHNOLOGIES INC	02/26/2019

RECEIVING PARTY DATA

Name:	U.S. EAGLE FEDERAL CREDIT UNION
Street Address:	3939 OSUNA
City:	ALBUQUERQUE
State/Country:	NEW MEXICO
Postal Code:	87109

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	10111760
Patent Number:	10092422
Patent Number:	10016283
Patent Number:	9974665
Patent Number:	9532883
Patent Number:	10098757

CORRESPONDENCE DATA

Fax Number: (480)452-1991

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: 480-214-9708
Email: jcolon@madisonone.com
Correspondent Name: JOSHUA COLON
Address Line 1: 9375 E. SHEA BLVD STE 100
Address Line 4: SCOTTSDALE, ARIZONA 85260

NAME OF SUBMITTER:	JOSHUA COLON
SIGNATURE:	/Joshua Colon/
DATE SIGNED:	03/12/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 12

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U.S. Small Business Administration

SECURITY AGREEMENT

1. NeuroPro Technologies, Inc., a Delaware Corporation, 7442 River Nine Drive, Modesto, CA 95356, (hereinafter , called "Debtor") for value received, hereby grants to U.S. Eagle Federal Credit Union, 3939 Osuna Rd NE, Albuquerque, NM 87109 (hereinafter called "Secured Party"), a security interest in the property described below (hereinafter collectively called "Collateral") to secure the payment of the principal and interest on and all obligations under a note (hereinafter called the "Note"), dated as of 26 Feb, 2019, of the Debtor payable to the order of the Secured Party, in the principal amount of One Million Seven Hundred Twenty-Five Thousand and No/100 Dollars, all renewals and extensions of the Note, and all costs, expenses, advances and liabilities which may be made or incurred by Secured Party in the disbursement, administration and collection of the loan evidenced by the Note and in the protection, maintenance and liquidation of the security interest hereby granted with interest at the maximum legal rate on such costs, expenses, advances and liabilities. The Note and all other obligations secured hereby are herein collectively called the "Liabilities."

2. The Collateral in which this interest is granted is all of Debtor's assets, described below in reference to which an "X" or "√" has been placed in the box applicable thereto, howsoever arising, wherever located and whether now owned or existing or hereafter existing or acquired, including, but not limited to, the following (collectively, the "Collateral"):

[X]	[X]	(i)	all Equipment;
[ ]	[ ]	(ii)	All passenger and commercial motor vehicles registered for use upon public highways or streets, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith;
[X]	[X]	(iii)	all Accounts Receivable;
[X]	[X]	(iv)	all Inventory;
[X]	[X]	(v)	any and all monies, reserves, deposits, deposit accounts, securities, cash, cash equivalents, balances, credits, and interest and dividends on any of the above, of or in the name of Debtor, now or hereafter with the Secured Party or any financial institution, and any and all other property of any kind and description of or in the name of Debtor, now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, the Secured Party or any agent or bailee for the Secured Party;
[X]	[X]	(vi)	all chattel paper, whether tangible or electronic chattel paper, contract rights, letter of credit rights, and instruments including, without limitation, all supporting obligations of any of the foregoing;
[X]	[X]	(vii)	all General Intangibles;
[X]	[X]	(viii)	all investment property;
[X]	[X]	(ix)	all furniture and fixtures;

[X]	[X]	(x)	all documents of title and receipts, whether negotiable or non-negotiable, including all goods covered by such documents;
[X]	[X]	(xi)	all books, records and computer records in any way relating to the above property;
[X]	[X]	(xii)	any and all substitutions, renewals, improvements, replacements, additions and proceeds of (i) through (x) above, including, without limitation, proceeds of insurance policies.

If two such boxes are so marked, the security interest so designated secures the purchase money from the loan used by the Debtor to acquire title to the Collateral.

3. Debtor shall not transfer, sell or assign Debtor's interest in the Collateral nor permit any other security interest to be created thereon without Secured Party's prior written approval, except that Debtor may sell Inventory in the ordinary course of business on customary terms and at usual prices and may collect as Secured Party's agent sums due on Accounts Receivable and contract rights until advised otherwise by Secured Party.

4. Debtor shall keep, store or regularly garage all Collateral at locations approved by Secured Party in writing.

5. Debtor shall not conduct business under any other name than that given above nor change or reorganize the type of business entity under which it does business except upon prior written approval of Secured Party. If such approval is given, Debtor guarantees that all documents, instruments and agreements demanded by Secured Party shall be prepared and filed at Debtor's expense before such change of name or business entity occurs.

6. Debtor shall pay the filing and recording costs of any documents or instruments necessary to perfect, extend, modify, or terminate the security interest created hereunder, as demanded by Secured Party.

7. Debtor shall maintain all Collateral in good condition, pay promptly all taxes, judgments, or changes of any kind levied or assessed thereon, keep current all rent due on premises where Collateral is located, and maintain insurance on all Collateral against such hazards, in such amounts and with such companies as Secured Party may demand, all such insurance policies to be in the possession of Secured Party and to contain a Lender's Loss Payable Clause naming Secured Party in a manner satisfactory to Secured Party. Debtor hereby assigns to Secured Party any proceeds of such policies and all unearned premiums thereon, and authorizes and empowers Secured Party to collect such sums and to execute and endorse in Debtor's name all proofs of loss, drafts, checks and any other documents necessary to accomplish such collections, and any persons or entities making payments to Secured Party under the terms of this Paragraph are hereby relieved absolutely from any obligation to see to the application of any sums so paid.

8. Debtor shall be in default hereunder if Debtor fails to perform any of the liabilities imposed hereby or any other obligations required by the various instruments or papers evidencing or securing this loan, or if the full balance of the loan becomes immediately payable under the terms of such instruments, either automatically or by declaration of the Secured Party. In the event of any default, Secured Party may, in its own discretion, cure such default and, if it does so, any expenditures made for such purpose shall be added to the principal of the Note.

9. In the event of default, Debtor shall assemble and make available all Collateral at any place designated by Secured Party. Debtor acknowledges being advised of a constitutional

right to a court notice and hearing to determine whether, upon default, there is probable cause to sustain the validity of the Secured Party's claim and whether the Secured Party is entitled to possession of the Collateral and being so advised, Debtor hereby voluntarily gives up, waives and surrenders any right to a notice and hearing to determine whether there is probable cause to sustain the validity of Secured Party's claim. Any notices required pursuant to any state or local law shall be deemed reasonable if mailed by Secured Party to the persons entitled thereto at their last known addresses at least ten days prior to disposition of the Collateral, and, in reference to a private sale, need state only that Secured Party intends to negotiate such a sale. Disposition of Collateral shall be deemed commercially reasonable if made pursuant to a public offering advertised at least twice in a newspaper of general circulation in the community where the Collateral is located or by a private sale for a sum equal to or in excess of the liquidation value of the Collateral as determined by Secured Party.

10. All rights conferred on Secured Party hereby are in addition to those granted to it by any state or local law or any other law. Failure or repeated failure to enforce any rights hereunder shall not constitute an estoppel or waiver of Secured Party's rights to exercise such rights accruing prior or subsequent thereto. Secured Party shall not be liable for any loss to Collateral in its possession, nor shall such loss diminish the debt due, even if the loss is caused or contributed to by Secured Party's negligence.

11. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

(b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Debtor or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Debtor, or defeat any claim of SBA with respect to the Loan.

(c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

12. Debtor shall perform any and all acts requested by the Lender to establish, maintain and continue the Lender's security interest and liens in the Collateral, including but not limited to, executing or authenticating financing statements and such other instruments and documents when and as reasonably requested. Debtor hereby authorizes Lender through any of Lender's employees, agents or attorneys to file any and all financing statements, including, without limitation, any continuations, transfers or amendments thereof required to perfect Lender's security interest and liens in the Collateral under the Uniform Commercial Code without authentication or execution by Debtor.

13. In addition to terms defined elsewhere in this Agreement, when used herein, the following terms shall have the following meanings:

Account Debtor shall mean any Person who is or who may become obligated to Debtor under, with respect to, or on account of an Account Receivable or other Collateral.

Accounts Receivable shall mean any and all accounts (as such term is defined in the UCC) of Debtor and each and every right of Debtor to (i) the payment of money or (ii) the receipt or

disbursement of products, goods, services or other valuable consideration, whether such right now exists or hereafter arises, whether such right arises out of a sale, lease or other disposition of Inventory, or out of a rendering of services, or out of a policy of insurance issued or to be issued, or from a secondary obligation or arising out of the use of a credit or charge card or information contained on or for use with such card, incurred or to be incurred, or any other transaction or event, whether such right is created, generated or earned by Debtor or by some other Person who subsequently transfers its interest to Debtor, whether such right is or is not already earned by performance, and howsoever such right may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any Account Debtor or other Person obligated to make any such payment or against any property of such Account Debtor or other Person. Without limitation of the foregoing, all amounts due under the Leases shall also be included within the definition of Accounts Receivable.

Equipment shall mean all machinery and equipment owned by Debtor, wherever located, whether now owned or hereafter existing or acquired by Debtor, any embedded software thereon, any additions thereon, accessions thereto or replacements of parts thereof.

General Intangibles shall mean all general intangibles (as such term is defined in the UCC) owned by Debtor, including, but not limited to payment intangibles, goodwill, software, trademarks, trade names, licenses, patents, patent applications, copyrights, inventions, franchises, books and records of Debtor, designs, trade secrets, registrations, prepaid expenses, all rights to and payments of refunds, overpayments, rebates and return of monies, including, but not limited to, sales tax refunds, tax refunds, tax refund claims and rights to and payments of refunds, overpayments or overfundings under any pension, retirement or profit sharing plans and any guarantee, security interests or other security held by or granted to Debtor to secure payment by an Account Debtor of any of the Accounts Receivable. See attached Exhibit A with list of Patents owned by Debtor.

Inventory shall mean any and all goods, finished goods, whole goods, materials, raw materials, work-in-progress, components or supplies, wheresoever located and whether now owned or hereinafter acquired and owned by Debtor, including, without limitation, goods, finished goods, whole goods, materials, raw materials, work-in-process, components or supplies in transit, wheresoever located, whether now owned or hereafter acquired by Debtor, which are held for demonstration, illustration, sale or lease, furnished under any contract of service or held as raw materials, work-in-process for manufacturing or processing or supplies for manufacturing or processing, and all materials used or consumed in the business of Debtor, and shall include such other property, the sale or disposition of which has given rise to an Accounts Receivable and which has been returned to or repossessed or stopped in transit by or on behalf of Debtor, but shall not include property owned by third parties in the possession of Debtor.

Person shall mean individually, and Persons shall mean collectively, any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise including, without limitation, any instrumentality, division, agency, body or department thereof).

UCC shall mean the Uniform Commercial Code as enacted and amended in the State of New Mexico, and as may be further amended from time to time.

IN WITNESS WHEREOF, the Debtor has executed this Security Agreement as of 26 February, 2019.

NeuroPro Technologies, Inc., a Delaware Corporation

BY: _____
Benjamin J. Remington, Chief Executive Officer

BY: _____
Terry D. Carlone, President and Secretary

BY: _____
John I. Green, Chief Operating Officer and Treasurer

Exhibit A
Security Agreement between NeuroPro Technologies, Inc., a Delaware Corporation
and
U.S. Eagle Federal Credit Union

Current Patents held by NeuroPro Technologies, Inc.:

1. 9,532,883 – Bone Fusion Device
2. 9,974,665 – Bone Fusion Device
3. 10,016,283 - Bone Fusion Device
4. 10,092,422 NPTI – Bone Fusion Device, Apparatus and Method
5. 10,098,757 NPTI – Bodiless Bone Fusion Device, Apparatus and Method
6. 10,111,760 NPTI – Bone Fusion System, Device and Method including a Measuring Mechanism

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(NeuroPro Spinal Jaxx, Inc., a Delaware Corporation)

This Intellectual Property Security Agreement, is entered into this 26 day of Feb, 2019 (the "Corporate IP Security Agreement") by and between NeuroPro Spinal Jaxx, Inc., a Delaware Corporation. with a place of business at 6337 Falling Brook Drive, Burke, VA 22015 (the "Borrower") and U.S. Eagle Federal Credit Union with a place of business at 3939 Osuna Rd NE, Albuquerque, NM 87109 (the "Lender").

RECITALS

This Corporate IP Security Agreement is a supplement to that certain Security Agreement, dated as of the date herein, by and between the Borrower and Lender (the "Security Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Corporate IP Security Agreement and the Security Agreement, the definitions, terms or provisions of the Security Agreement shall control.

This Corporate IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and the US Copyright Office, which sets forth the Borrower's pledge of its intellectual property as security for the Indebtedness Borrower owes the Lender as set forth in the Security Agreement and all other documents (the "Documents") executed in connection with the making of the loan by the Lender to the Borrower pursuant to the terms and conditions of the certain U.S. Small Business Administration Authorization (SBA (7A) Guaranteed Loan SBA Loan #31958870-03

GRANT OF SECURITY INTEREST

The Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the "Corporate IP Collateral").

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Documents, including but not limited to the Security Agreement are restated and incorporated herein by reference.

[Remainder of the page is blank. Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

THE BORROWER

NeuroPro Spinal Jaxx, Inc., a Delaware Corporation

BY: _____
Benjamin J. Remington, Chief Executive Officer

BY: _____
Terry D. Carlone, President and Secretary

BY: _____
John I. Green, Chief Operating Officer and Treasurer

THE LENDER

U.S. Eagle Federal Credit Union

By: _____
Authorized Signatory

Exhibit 1

List of Patents, Trademarks, and Copyrights

U.S. Pending and Issued Patents

1. 7,727,280 – Bone Fusion Device
2. 8,187,332 – Bone Fusion Device
3. 8,597,360 – Bone Fusion Device
4. 9,186,262 – Bone Fusion Device
5. 9,358,123 – Bone Fusion Device

US Trademarks Registrations

None

Community Trade Mark Registrations

None

Canadian Trademark Registrations

None

US Registered Copyrights

None

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(NeuroPro Technologies, Inc., a Delaware Corporation)

This Intellectual Property Security Agreement, is entered into this 26 day of Feb, 2019 (the "Corporate IP Security Agreement") by and between NeuroPro Technologies, Inc., a Delaware Corporation with a place of business at 7442 River Nine Drive, Modesto, CA 95356 (the "Borrower") and U.S. Eagle Federal Credit Union with a place of business at 3939 Osuna Rd NE, Albuquerque, NM 87109 (the "Lender").

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The Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the "Corporate IP Collateral").

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Documents, including but not limited to the Security Agreement are restated and incorporated herein by reference.

[Remainder of the page is blank. Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

THE BORROWER

NeuroPro Technologies, Inc., a Delaware Corporation

BY: _____
Benjamin J. Remington, Chief Executive Officer

BY: _____
Terry D. Carlone, President and Secretary

BY: _____
John I. Green, Chief Operating Officer and Treasurer

THE LENDER

U.S. Eagle Federal Credit Union

By: _____
Authorized Signatory

Exhibit 1

List of Patents, Trademarks, and Copyrights

U.S. Pending and Issued Patents

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5. 10,098,757 NPTI – Bodiless Bone Fusion Device, Apparatus and Method
6. 10,111,760 NPTI – Bone Fusion System, Device and Method including a Measuring Mechanism

US Trademarks Registrations

None

Community Trade Mark Registrations

None

Canadian Trademark Registrations

None

US Registered Copyrights

None