

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5585173

<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>
RIVERPOINT MEDICAL, LLC	06/21/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NXT CAPITAL, LLC, AS COLLATERAL AGENT
<b>Street Address:</b>	191 N WACKER DRIVE, 30TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 24</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9782161
Patent Number:	9963319
Patent Number:	10070856
Patent Number:	D615679
Patent Number:	D706474
Patent Number:	D713545
Patent Number:	9091428
Patent Number:	9234653
Patent Number:	9351799
Patent Number:	9357990
Patent Number:	9486202
Patent Number:	9486204
Patent Number:	9568177
Patent Number:	9629709
Patent Number:	9655612
Patent Number:	9687314
Patent Number:	9707707
Patent Number:	9772102
Patent Number:	10174912
Patent Number:	9867691

Property Type	Number
Patent Number:	D752791
Patent Number:	9198656
Patent Number:	10258411
Patent Number:	10194900

#### CORRESPONDENCE DATA

**Fax Number:** (312)577-4565

**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:** 312-577-8265

**Email:** kristin.brozovic@kattenlaw.com

**Correspondent Name:** KRISTIN BROZOVIC C/O KATTEN

**Address Line 1:** 525 W MONROE ST

**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	342663-256
<b>NAME OF SUBMITTER:</b>	KRISTIN BROZOVIC
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	06/21/2019

#### Total Attachments: 14

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of June 21, 2019 among Riverpoint Medical, LLC, an Oregon limited liability company (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”) and NXT Capital, LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

### RECITALS

- (A) Runway Buyer, LLC, a Delaware limited liability company (“**Holdings**”), Riverpoint Medical, LLC, an Oregon limited liability company (“**Borrower**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), NXT Capital, LLC, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain Credit Agreement dated as of June 21, 2019 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantors are party to that certain Pledge and Security Agreement, dated as of June 21, 2019 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Patents owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all Trademarks owned by any Grantor, including those referred to on Schedule II hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark or Patent owned by any Grantor;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or Patent or (ii) injury to the goodwill associated with any Trademark or Patent.

### **SECTION 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

### **SECTION 4 Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

### **SECTION 5 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

**RIVERPOINT MEDICAL, LLC,**  
as Grantor

By: 

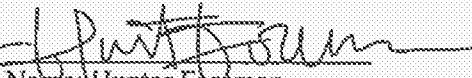
Name: Matthew Altman  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**PATENT**  
**REEL: 049551 FRAME: 0884**

ACCEPTED AND AGREED:

NXT CAPITAL, LLC,  
as the Collateral Agent

By:   
Name: Hunter Foreman  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

# SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

## PATENT REGISTRATIONS AND APPLICATIONS

PATENTS			
Title	Jurisdiction	Patent Number & Owner	Issued Date
Suture Locking Loops and Method of Use	USA	US 9,782,161 B1 Type: Nonprovisional  Riverpoint Medical, LLC	10/10/17
Tri-Lock Adjustable Button Loop	USA	US 9,963,319 B2 Type: Nonprovisional  Riverpoint Medical, LLC	5/8/18
Soft Suture Anchor	USA	US 10,070,856 B1 Type: Nonprovisional  Riverpoint Medical, LLC	9/11/18
Headlamp (Design)	USA	US D615,679 S Type: Design  Riverpoint Medical, LLC	5/11/10
Headlamp (Design)	USA	US D706,474 S Type: Design  Riverpoint Medical, LLP, <i>to be assigned to Riverpoint Medical, LLC</i>	6/3/14
Headlamp (Design)	USA	US D713,575 S Type: Design  <i>River Point, LLC to be assigned to Riverpoint Medical, LLC</i>	9/16/14
Medical Headlamp Assembly Having Interchangeable Headlamp Types	USA	US 9,091,428 B2 Type: Nonprovisional  Riverpoint Medical, LLC	7/28/15
Medical Headlamp Optical Arrangement Permitting Variable Beam Width	USA	US 9,234,653 B2 Type: Nonprovisional  Riverpoint Medical, LLC	1/12/16
Comfortable Medical Headlamp Assembly	USA	US 9,351,799 B2 Type: Nonprovisional  Riverpoint Medical, LLC	5/31/16
Continuous Loop and Button Assembly	USA	US 9,357,990 B2 Type: Nonprovisional	6/7/16

PATENTS			
Title	Jurisdiction	Patent Number & Owner	Issued Date
		Riverpoint Medical, LLC	
Suture and Soft Anchor Assembly and Method of Making the Same	USA	US 9,486,202 B2 Type: Nonprovisional  Riverpoint Medical, LLC	11/8/16
Suture Assembly for Cranial Cruciate Ligament Surgery	USA	US 9,486,204 B1 Type: Nonprovisional  Riverpoint Medical, LLC	11/8/16
Medical Headlamp Assembly Having Interchangeable Headlamp Types With Key Resistors	USA	US 9,568,177 B2 Type: Nonprovisional  Riverpoint Medical, LLC	2/14/17
Method of Making a Continuous Loop	USA	US 9,629,709 B2 Type: Nonprovisional  Riverpoint Medical, LLC	4/25/17
Suture Tape Assembly Having a Midpoint Mark	USA	US 9,655,612 B2 Type: Nonprovisional  Riverpoint Medical, LLC	5/23/17
Medical Headlamp Optical Arrangement	USA	US 9,687,314 B2 Type: Nonprovisional  Riverpoint Medical, LLC	6/27/17
Comfortable Medical Headlamp Assembly	USA	US 9,707,707 B2 Type: Nonprovisional  Riverpoint Medical, LLC	7/18/17
Vision Enhancing Assembly	USA and Australia	US 9,772,102 B1 Type: Nonprovisional  Riverpoint Medical, LLC  AU 2017272150 Type: National	9/26/17  4/18/19
Focused LED Headlamp with Iris Assembly	USA	US 10,174,912 B1 Type: Nonprovisional  Riverpoint Medical, LLC	1/8/19
Continuous Loop Assembly	USA	US 9,867,691 B2 Type: Nonprovisional  Riverpoint Medical, LLC	1/16/18
Headlamp	USA	US D752,791 S	3/29/16



PATENTS			
Title	Jurisdiction	Patent Number & Owner	Issued Date
		Design Riverpoint Medical, LLP, <i>to be assigned to Riverpoint Medical, LLC</i>	
Locking Suture Loop Apparatus Surgery	USA	US 9,198,656 Type: Nonprovisional  Riverpoint Medical, LLC	12/1/15
Video Processing Headband	USA	US 10,258,411 Type: Nonprovisional  Riverpoint Medical, LLC	4/16/19
Tri-Lock Adjustable Button Loop	USA	US 10,194,900 B2 Type: Nonprovisional  Riverpoint Medical, LLC	2/5/19
Battery and Holder Assembly	European Union Intellectual Property Office Office ("EUIPO")	005387008-0001 Design Riverpoint Medical, LLC	3/7/18
Battery and Holder Assembly	EUIPO	005387008-0002 Type: Design Riverpoint Medical, LLC	3/7/18

PATENTS PENDING			
Title	Jurisdiction & Status	Application Number & Owner	Filing Date
Soft Suture Anchor	USA  Published	16/055,464 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	8/6/18
Soft Suture Anchor	USA  Not published	16/184,566 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	11/8/18
Method of Making a Continuous Loop	USA  4/29/19 Non- final Rejection	15/477,573 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	4/3/17


PATENTS PENDING			
Title	Jurisdiction & Status	Application Number & Owner	Filing Date
Continuous Loop and Button Assembly	India	10228/DELNP/2014 Type: National Phase  Applicant: River Point LLC, <i>assignment to Riverpoint Medical, LLC in process.</i>	12/1/14
Method of Preventing Sawing	USA  Not published  2 <sup>nd</sup> Appeal Brief Filed	15/140,388 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	4/27/16
Medical Headlamp Optical Arrangement	USA  Published	15/601,061 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	5/22/17
Medical Headlamp Assembly	Great Britain ("GB")	1521926.4 Type: National  <i>River Point, LLC, assignment to Riverpoint Medical, LLC in process.</i>	5/22/17
Suture and Soft Anchor Assembly and Method of Making the Same	USA  Published	15/345,950 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	11/8/16
Medical Headlamp Optical Arrangement Permitting Variable Beam Width	USA  Published  Appeal Brief Due	14/994,056 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	1/12/16
Suture Material Having Beneficial Physical Properties	USA  Published	16/141,364 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	9/25/18
Medical Headlamp and Camera System	USA  Not Published	16/273,568 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	2/12/19
Suture Locking Loops and Method of Use	USA  Published	15/720,101 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	9/29/17
Method of Performing a Tendon Replacement	USA	16/210,376 Type: Nonprovisional	12/5/18

PATENTS PENDING			
Title	Jurisdiction & Status	Application Number & Owner	Filing Date
	Publication in process	Applicant: Riverpoint Medical, LLC	
Tri-Lock Adjustable Button Loop	India	201827033032 Type: National  Applicant: Riverpoint Medical, LLC	4/6/16
Tri-Lock Adjustable Button Loop	Europe  Published	17779822 Type: National  Applicant: Riverpoint Medical, LLC	4/6/16
Vision Enhancing Assembly	WO  Published	PCT/US17/51114 Type: PCT  WO 2018/182775 Applicant: Riverpoint Medical, LLC	9/12/17
High Efficiency Medical Headlamp Having a Crisp Beam	USA  Not Published	16/201,818 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	11/27/18
Headlamp Assembly	USA  Not Published	15/799,100 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	10/31/17
Color Tunable Medical Headlamp Bezel	USA  Not Published	15/892,768 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	2/9/18
Battery and Holder Assembly	USA  Not Published	29/632,592 Type: Design  Applicant: Riverpoint Medical, LLC	1/9/18
Headlamp Assembly Having Comfort Element	USA  Not Published	16/255,277 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	1/23/19
Constructs and Methods for Repairing a Tendon with a Reduced Risk of Reinjury	USA  Not Published	15/888,541 Type: Nonprovisional  Applicant: Riverpoint Medical, LLC	2/1/18
Implantable Surgical Membrane	USA  Not Published	29/636,667 Type: Design  Applicant: Riverpoint Medical, LLC	2/9/18
Implantable Surgical Membrane	USA	29,636,691 Type: Design	2/9/18

PATENTS PENDING			
Title	Jurisdiction & Status	Application Number & Owner	Filing Date
	Not Published	Applicant: Riverpoint Medical, LLC	
Suture Constructs and Uses Thereof	USA  Not Published	16/284,530 Type: Nonprovisional Applicant: Riverpoint Medical, LLC	2/25/19
Soft Button Assembly and Procedure	USA	16/364,514 Type: Nonprovisional Applicant: Riverpoint Medical, LLC	3/26/19
Suture Construct	USA	62/834,804 Type: Provisional  <i>To be assigned to Riverpoint Medical, LLC</i>	4/16/19
Reinforced Surgical Membrane	USA  Not Published	15/914,565 Type: Nonprovisional Applicant: Riverpoint Medical, LLC	3/7/18
Soft Button Assembly and Procedure	USA  Not published	16/364,514 Type: Nonprovisional Applicant: Riverpoint Medical, LLC	3/26/19

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>TRADEMARKS</b>						
<b>Country or Jurisdiction</b>	<b>Mark</b>	<b>Status</b>	<b>Application Number</b>	<b>Class Number, Description of Goods/Services</b>	<b>Reg. # Owner</b>	<b>Registration or Application Date</b>
USPTO	<b>MED LED CHROME</b>  <i>Standard Character Mark</i>	Registered	86/280,314	IC 010. US 026 039 044. G & S: Surgical headlamps	5,064,656  Riverpoint Medical, LLC	Reg. Date: 10/18/16
USPTO	<b>RIVERPOINT MEDICAL</b>  <i>Standard Character Mark</i>	Registered	85/673,085	IC 010. US 026 039 044 G & S: Surgical apparatus & instruments for medical, dental or veterinary use.	4,300,879  Riverpoint Medical, LLC	Reg. Date: 3/12/13
USPTO	<b>Cobra Black</b>  <i>Standard Character Mark</i>	Not yet Registered  Published for Opp. 5/28/19	88/264,070	IC 010. US 026 039 44 G & S: Medical, surgical and orthopaedic implants made of artificial materials; Surgical sutures.	Riverpoint Medical, LLC	App. Date: 1/16/19
USPTO	<b>MedLED</b>    <i>Design Plus Words, Letters and/or Numbers</i>	Registration Refused per Action Letter 12/27/18 *6/26/19 Response deadline  Response in process	88/195,658	IC 010. US 026 039 044 G & S: Surgical headlamps	Riverpoint Medical, LLC	App. Date: 11/15/18

TRADEMARKS						
Country or Jurisdiction	Mark	Status	Application Number	Class Number, Description of Goods/Services	Reg. # Owner	Registration or Application Date
USPTO	<b>MedLED Geo</b>  <i>Standard Character Mark</i>	Action Letter 12/27/18 - request for information *6/26/19 Response deadline Response in process	88/112,541	IC 010. 026 039 044 G & S: Surgical headlamps.	Riverpoint Medical, LLC	App. Date: 9/11/18
USPTO	<b>OrthoButton</b>  <i>Standard Character Mark</i>	Registered  Prior Reg. #4364268	87/480,819	IC 010. US 026 039 044 G & S: Medical implants of artificial material in particular for anchoring joint capsule components and ligament tendon structures.	5384641  Riverpoint Medical, LLC	Reg. Date: 1/23/18
USPTO	<b>GRIPTEX</b>  <i>Standard Character Mark</i>	Registered	87/478,897	IC 010. 026 039 044 G & S: Dental implants.	5369860  Riverpoint Medical, LLC	Reg. Date: 1/2/18
USPTO	<b>OrthoButton AL</b>  <i>Standard Character Mark</i>	Registered	87/364,863	IC 010. 026 039 044 G & S: Medical implants of artificial material in particular for anchoring joint capsule components and ligament tendon structures.	5322227  Riverpoint Medical, LLC	Reg. Date: 10/31/17
USPTO	<b>RiverBand</b>  <i>Standard Character Mark</i>	Registered	87/359,913	IC 005. US 006 018 044 046 051 052 G & S: Surgical glues	5290948  Riverpoint Medical, LLC	Reg. Date: 9/19/17
USPTO	<b>MED LED ONYX</b>  <i>Standard Character Mark</i>	Registered	86/475,069	IC 010. 026 039 044 G & S: Surgical headlamps.	4934928  Riverpoint Medical, LLC	Reg. Date: 4/12/16

# TRADEMARKS

Country or Jurisdiction	Mark	Status	Application Number	Class Number, Description of Goods/Services	Reg. # Owner	Registration or Application Date
USPTO	<b>COBRA BLACK</b> <i>Standard Character Mark</i>	Registered	86/528,598	IC 010. US 026 039 044 G & S: Needles for medical purposes; Needles for medical use; Suture needles.	4790637 Riverpoint Medical, LLC	Reg. Date: 8/11/15
USPTO	<b>SilverPlus</b> <i>Standard Character Mark</i>	Registered	86/555,026	IC 010. US 026 039 044 G & S: Surgical sutures; Suture materials; Sutures.	4782099 Riverpoint Medical, LLC	Reg. Date: 7/28/15
USPTO	<b>HS Suture Tape</b> <i>Standard Character Mark</i>	Registered	86/357,890	IC 010. US 026 039 044 G & S: Medical & surgical apparatus & instruments, namely, orthopedic fixation device used in orthopedic transplant &/or implant surgery; Medical surgical & orthopaedic implants made of artificial materials; Surgical implants comprising artificial material.	4715374 Riverpoint Medical, LLC	Reg. Date: 4/7/15
USPTO	<b>OrthoButton CL</b> <i>Standard Character Mark</i>	Registered	85/773,600	IC 010. US 026 039 044 G & S: Medical implants of artificial material in particular for anchoring joint capsule components & ligament tendon structures; Medical, surgical & orthopaedic implants made of artificial materials.	4364268 Riverpoint Medical, LLC	Reg. Date: 7/9/13

TRADEMARKS						
Country or Jurisdiction	Mark	Status	Application Number	Class Number, Description of Goods/Services	Reg. # Owner	Registration or Application Date
USPTO	<b>MedLED Sapphire</b>  <i>Standard Character Mark</i>	Registered	85/673,241	<i>IC 011. 013 021 023 031 034 G &amp; S: LED luminaries.</i>	4300887  Riverpoint Medical, LLC	Reg. Date: 3/12/13
USPTO	<b>HS Fiber</b>  <i>Standard Character Mark</i>	Registered	85/392,505	<i>IC 010. US 026 039 044 G &amp; S: Surgical Sutures.</i>	4125447  Riverpoint Medical, LLC	Reg. Date: 4/10/12
USPTO	<b>PDM</b>  <i>Standard Character Mark</i>	Registered	85/392,550	<i>IC 010. US 026 039 044 G &amp; S: Surgical Sutures.</i>	4114971  Riverpoint Medical, LLC	Reg. Date: 3/20/12
USPTO	<b>Mono Q</b>  <i>Standard Character Mark</i>	Registered	85/392,445	<i>IC 010. US 026 039 044 G &amp; S: Surgical sutures.</i>	4114963  Riverpoint Medical, LLC	Reg. Date: 3/20/12
USPTO	<b>eBraid</b>  <i>Standard Character Mark</i>	Registered	85/392,520	<i>IC 010. US 026 039 044 G &amp; S: Surgical sutures.</i>	4114969  Riverpoint Medical, LLC	Reg. Date: 3/20/12
USPTO	<b>Vilet</b>  <i>Standard Character Mark</i>	Registered	85/392,464	<i>IC 010. US 026 039 044 G &amp; S: Surgical sutures.</i>	4114966  Riverpoint Medical, LLC	Reg. Date: 3/20/12
USPTO	<b>MONOTEX</b>  <i>Standard Character Mark</i>	Registered	85/746,879	<i>IC 010. US 026 039 044 G &amp; S: Surgical sutures.</i>	4538774  Riverpoint Medical, LLC	Reg. Date: 5/27/14
USPTO	<b>TIGER GUT</b>  <i>Standard Character Mark</i>	Registered	85/867,141	<i>IC 010. US 026 039 044 G &amp; S: Catgut for surgical use, not comprising any material from tigers.</i>	4428334  Riverpoint Medical, LLC	Reg. Date: 11/5/13