

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5703787

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ZUGA MEDICAL, INC.	07/22/2019
RECEIVING PARTY DATA	
Name:	SICHUAN PROVINCE HEALTH PENSION INDUSTRY EQUITY INVESTMENT FUND LIMITED PARTNERSHIP
Street Address:	C/O JUN HE LAW OFFICES LLC 45 ROCKEFELLER PLAZA, SUITE 1919 (630 FIFTH AVENUE)
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10111
Name:	SICHUAN PROVINCE TRANSFORMATION OF SCIENTIFIC AND TECHNOLOGICAL ACHIEVEMENTS EQUITY INVESTMENT FUND LIMITED PARTNERSHIP
Street Address:	C/O JUN HE LAW OFFICES LLC 45 ROCKEFELLER PLAZA, SUITE 1919 (630 FIFTH AVENUE)
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10111
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8545222
Patent Number:	9763753
Application Number:	13138726
PCT Number:	US2016046928
PCT Number:	US2017065465
CORRESPONDENCE DATA	
Fax Number:	(212)703-8720
<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>	
Phone:	6465583239
Email:	qinyan@junhe.com
Correspondent Name:	YAN QIN

PATENT

Address Line 1: 630 FIFTH AVENUE, SUITE 1919
Address Line 4: NEW YORK, NEW YORK 10111

ATTORNEY DOCKET NUMBER: ZUGA IP PLEDGE

NAME OF SUBMITTER: YAN QIN

SIGNATURE: /Yan Qin/

DATE SIGNED: 09/05/2019

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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PATENT SECURITY AGREEMENT

07/12/17
This **PATENT SECURITY AGREEMENT** ("**Patent Security Agreement**"), dated as of [DATE], is made by Zuga Medical, Inc., an Ohio corporation (the "**Grantor**") in favor of Sichuan Province Health Pension Industry Equity Investment Fund Limited Partnership (四川省健康养老产业股权投资基金合伙企业(有限合伙)), a limited partnership duly incorporated under the laws of the People's Republic of China and Sichuan Province Transformation of Scientific and Technological Achievements Equity Investment Fund Limited Partnership (四川省科技成果转化股权投资基金合伙企业(有限合伙)), a limited partnership duly incorporated under the laws of the People's Republic of China (collectively, the "**Investors**", and each, an "**Investor**").

WHEREAS, the Grantor, each Investor and other parties listed therein have entered into a Convertible Note Purchase Agreement dated as of the date hereof (the "**Note Purchase Agreement**").

WHEREAS, as a condition precedent to the making of the investment by each Investor under the Note Purchase Agreement, under Section 3.3 of the **Note Purchase Agreement**, (1) the Grantor has granted to the Investors a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent Security Agreement for recording with governmental authorities, including, but not limited to the United States Patent and Trademark Office, and (2) each Investor shall be entitled to the aforementioned security interest in the ratio of their investment set forth by the Note Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Investors a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**Patent Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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.

2. Recordation. The Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Investors.

3. Note Purchase Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement, which is hereby incorporated by reference. The provisions of the Note Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Investors with respect to the Patent Collateral are as provided by the Note Purchase Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Patent Security 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 Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Security 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 Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of 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]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

Zuga Medical, Inc.

By: 

Name: Howard Becker

Title: COO/CFO

Address for Notices:

11545 ASCOT LAKE
CHAGRIN FALLS, OH
44023

AGREED TO AND ACCEPTED:

INVESTORS:

Sichuan Province Health Pension Industry
Equity Investment Fund Limited Partnership
(四川省健康养老产业股权投资基金合伙企业(有限合伙))

By: _____

Name: _____

Title: _____

Address for Notices: _____

Sichuan Province Transformation of Scientific
and Technological Achievements Equity
Investment Fund Limited Partnership (四川省
科技成果转化股权投资基金合伙企业(有限
合伙))

By: _____

Name: _____

Title: _____

Address for Notices: _____

ACKNOWLEDGEMENT

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)SS.
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STATE OF OHIO

COUNTY OF CUYAHOGA

On the 22nd day of July, 2019, before me personally appeared Howard Becker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the COO/CFO of **Zuga Medical Inc.**, and acknowledged the instrument to be his free act and deed/the free act and deed of **Zuga Medical Inc.** for the uses and purposes mentioned in the instrument.

My Commission Expires: 6-21-2021

Date 7/22/2019


Notary Public
Printed Name: Freddie Ford



FREDDIE FORD
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES 06-21-2021

SCHEDULE 1**PATENTS****Patents**

Title	Jurisdiction	Patent Number	Filing Date	Patent Status	[Record Owner]
Method of Dental Implant Restoration	United States	8,545,222	2008/10/21	Active	Zuga Medical Inc.(has been pledged to the director of the Ohio Development Services Agency)
Method of Dental Implant Restoration	United States	9,763,753	2013/07/22	Active	Zuga Medical Inc.(has been pledged to the director of the Ohio Development Services Agency)
Method of Dental Implant Restoration	Canada	2793933	2010/03/24	Active	Zuga Medical Inc.(has been pledged to the director of the Ohio Development Services Agency)

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	Patent Status	[Record Owner]
Dental Restoration System and Method Thereof	United States	13/138,726	2011/09/22	Has been withdrawn	Zuga Medical Inc.(has been pledged to the

					director of the Ohio Development Services Agency)
A Margin Ring and Method of Making Dental Crown Using the Margin Ring	The Patent Cooperation Treaty (PCT)	PCT/US2016/046928	2016/08/12	In process	Chan Wang
Bone Graft	The Patent Cooperation Treaty (PCT)	PCT/US2017/065465	2017/12/08	In process, but Zuga Medical Inc. has not received any reply from the USPTO	Chan Wang
Method of Dental Implant Restoration	Europe	10848575.6	2010/03/24	Deemed to be withdrawn	Chan Wang
A Method of Dental Implant Restoration	India	2265/MUMNP/2012	2012/09/25	Deemed to be withdrawn	Chan Wang

