506347512 11/10/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6394266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CONEXTION MEDICAL CORPORATION	11/09/2020

RECEIVING PARTY DATA

Name:	AUCTUS FUND, LLC
Street Address:	545 BOYLSTON STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	8945156
Patent Number:	8858577
Patent Number:	8852214
Patent Number:	9381019
Patent Number:	9451961
Patent Number:	9427309
Patent Number:	10390935
Patent Number:	9655625
Patent Number:	10660643
Patent Number:	9629632
Patent Number:	10660642
Patent Number:	10219804
Application Number:	12783507
Application Number:	13021653
Application Number:	13021651
Application Number:	14461378
Application Number:	14497262
Application Number:	13953709
Application Number:	14885956
Application Number:	16546622

PATENT REEL: 054327 FRAME: 0150

506347512

Property Type	Number
Application Number:	15221580
Application Number:	15582679
Application Number:	14645924
Application Number:	15464192
Application Number:	14885959
Application Number:	16261577
Application Number:	15719346
Application Number:	16942705
Application Number:	15870447
Application Number:	15907202
Application Number:	16226573
Application Number:	16279337
Application Number:	16287414
Application Number:	63003277

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: jzammit@lucbro.com

Correspondent Name: LUCOSKY BROOKMAN, LLP
Address Line 1: 101 WOOD AVENUE SOUTH

Address Line 4: WOODBRIDGE, NEW JERSEY 08830

NAME OF SUBMITTER:	SETH BROOKMAN
SIGNATURE:	/Seth Brookman/
DATE SIGNED:	11/10/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 11

source=Confirmatory Grant of Security Interest in Intellectual Property (November 2020) -- Final (002)#page1.tif source=Confirmatory Grant of Security Interest in Intellectual Property (November 2020) -- Final (002)#page3.tif source=Confirmatory Grant of Security Interest in Intellectual Property (November 2020) -- Final (002)#page4.tif source=Confirmatory Grant of Security Interest in Intellectual Property (November 2020) -- Final (002)#page5.tif source=Confirmatory Grant of Security Interest in Intellectual Property (November 2020) -- Final (002)#page5.tif source=Confirmatory Grant of Security Interest in Intellectual Property (November 2020) -- Final (002)#page7.tif source=Confirmatory Grant of Security Interest in Intellectual Property (November 2020) -- Final (002)#page8.tif source=Confirmatory Grant of Security Interest in Intellectual Property (November 2020) -- Final (002)#page9.tif source=Confirmatory Grant of Security Interest in Intellectual Property (November 2020) -- Final (002)#page10.tif source=Confirmatory Grant of Security Interest in Intellectual Property (November 2020) -- Final (002)#page10.tif source=Confirmatory Grant of Security Interest in Intellectual Property (November 2020) -- Final (002)#page11.tif

CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Confirmatory Grant"), dated as of November 9, 2020, is made by CONEXTIONS MEDICAL CORPORATION, a Delaware corporation, and CONEXTIONS INC., a Utah corporation (individually and collectively, "Grantor"), in favor of AUCTUS FUND, LLC, a Delaware limited liability company, as lender (with its successors and assigns in such capacity the "Lender").

RECITALS

WHEREAS, Grantor and the Lender are parties to that certain Securities Purchase Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), which provides (i) for the Lender to make certain loans to the Company, and (ii) for the grant by Grantor to the Lender of a security interest in Grantor's assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Purchase Agreement to the Lender. The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Purchase Agreement and the other Transaction Documents (as defined in the Purchase Agreement), all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

- 1. <u>Incorporation of Purchase Agreement</u>. The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Purchase Agreement.
- 2. <u>Security Interest in Intellectual Property</u>. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Purchase Agreement) of the Obligations, as defined in the Purchase Agreement (collectively, the "**Obligations**"), Grantor hereby grants to the Lender, a continuing security interest (and hereby confirms its grant of a continuing security interest to the Lender under the Purchase Agreement) in and to any and all of Grantor's right, title and interest in and to all of the following now owned

and existing and hereafter arising, created or acquired property, wherever located (collectively, the "Intellectual Property"):

- (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Patents"); and
- (ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Grantor's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "Trademarks"); and
- (iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Copyrights").
- 3. <u>Effect on Purchase Agreement</u>. Grantor acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of the Lender under the Purchase Agreement but rather is intended to be filed by the Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of the Lender's security interest. The Lender shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Purchase Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Nevada. In the event of a conflict between the Purchase Agreement and this Confirmatory Grant, the terms of the Purchase Agreement shall control.
- 4. <u>Release of Security Agreement</u>. Upon the Payment In Full of the Obligations and the termination of the Purchase Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and the Lender shall execute and deliver any document reasonably requested by

Grantor, at Grantor's joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Grantor to Lender hereunder.

- 5. <u>Severability</u>. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.
- 6. <u>Modification</u>. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in <u>Section 5</u> hereof or by a writing signed by Grantor and the Lender; <u>provided</u>, <u>however</u>, the Lender is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Grantor after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in <u>Section 9</u> hereof).
- 7. <u>Binding Effect; Benefits</u>. This Confirmatory Grant shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of the Lender, its successors, nominees and assigns; <u>provided</u>, <u>however</u>, Grantor shall not assign this Confirmatory Grant or any of Grantor's liabilities and obligations hereunder without the prior written consent of the Lender.
- 8. <u>Headings; Counterparts</u>. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.
- 9. <u>Further Assurances</u>. Grantor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Lender shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Grantor acknowledges that a copy of this Confirmatory Grant will be filed by the Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantor; and Grantor hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by the Lender or its agent.
- 10. <u>GOVERNING LAW</u>. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEVADA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the undersigned Grantor has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of the Lender, as of the date first written above.

Grantors:

CONEXTIONS MEDICAL CORPORATION

Name: Jeffrey 1. Barnes
Title: Chief Executive Officer

CONEXTIONS INC.

Name: Jeffrey T. Barnes
Title: Chief Executive Officer

Agreed and Accepted:

AUCTUS FUND, LLC

By: _____ Name: Its:

EXHIBIT A

PATENTS

Attached is a list of patents.

US Patent Docket

Dacket No	Ann No	Title	Kiling Date	Status
			QI S	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
U.S. FILINGS				
125PU1 (UofU	12/783,507	Tissue Fixation	May 19, 2010	Issued on Feb. 3, 2015 as
licensed)				U.S. Pat. No. 8,945,156
125PU2 (UofU	13/021,653	Tissue Stabilization System	Feb. 4, 2011	Issued on Oct. 14, 2014 as
licensed)				U.S. Pat. No. 8,858,577
125PU3 (UofU	13/021,651	System for Tissue Fixation to Bone	Feb. 4, 2011	Issued on Oct. 7, 2014 as
licensed)				U.S. Pat. No. 8,852,214
125PU3.1	14/461,378	System for Tissue Fixation to Bone	Aug. 16, 2014	Issued on July 5, 2016 as
(UofU				<u>U.S. Pat. No. 9,381,019</u>
licensed)				
125PU2.1	14/497,262	Tissue Stabilization System	Sept. 25, 2014	Issued on Sept. 27, 2016 as
(UofU				<u>U.S. Pat. No. 9,451,961</u>
licensed)				
125 P 2	13/953,709	Soft Tissue Repair Devices,	July 29, 2013	Issued on August 30, 2016 as
		Systems, and Methods		<u>U.S. Pat. No. 9,427,309</u>
125P2.1	14/885,956	Soft Tissue to Bone Repair Devices,	Oct. 16, 2015	Issued on August 27, 2019 as
		Systems, and Methods		<u>U.S. Pat. No. 10,390,935</u>
125P2.1.1	16/546,622	Soft Tissue to Bone Repair Devices,	Aug. 21, 2019	Pending
		Systems, and Methods		
125P2.2	15/221,580	Soft Tissue Repair Devices,	July 27, 2016	Issued on May 23, 2017 as
		Systems, and Methods		<u>U.S. Pat. No. 9,655,625</u>

Docket No.	App. No.	Title	Filing Date	Status
125P2.3	15/582,679	Soft Tissue Repair Devices, Systems, and Methods	April 29, 2017	Issued on May 26, 2020 as U.S. Pat. No. 10,660,643
125P6	14/645,924	Soft Tissue Repair Devices, Systems, and Methods	March 12, 2015	Issued on April 25, 2017 as U.S. Pat. No. 9,629,632
125P6.1	15/464,192	Soft Tissue Repair Devices, Systems, and Methods	March 20, 2017	Issued on May 26, 2020 as U.S. Pat. No. 10,660,642
125P9	14/885,959	Devices, Systems, and Methods for Repairing Soft Tissue and Attaching Soft Tissue to Bone	Oct. 16, 2015	U.S. Pat. No. 10,219,804
125P9.1	16/261,577	Devices, Systems, and Methods for Repairing Soft Tissue and Attaching Soft Tissue to Bone	Jan. 30, 2019	Pending
125P10	15/719,346	Devices, Systems, and Methods for Repairing Soft Tissue and Attaching Soft Tissue to Bone	Sept. 28, 2017	Pending – Notice of Allowance
125P10.1	16/942,705	Devices, Systems, and Methods for Repairing Soft Tissue and Attaching Soft Tissue to Bone	July 29, 2020	Pending
125P14	15/870,447	Devices, Systems, and Methods for Repairing Soft Tissue and Attaching Soft Tissue to Bone	Jan. 12, 2018	Pending
125P15	15/907,202	Devices, Systems, and Methods for Repairing Soft Tissue and Attaching Soft Tissue to Bone	Feb. 27, 2018	Pending
125P15.1	16/226,573	Devices, Systems, and Methods for Repairing Soft Tissue and Attaching Soft Tissue to Bone	Dec. 19, 2018	Pending
125P16	16/279,337	Devices, Systems, and Methods for Repairing Soft Tissue and Attaching Soft Tissue to Bone	Feb. 19, 2019	Pending

Docket No.	App. No.	Title	Filing Date	Status
125P16.1	16/287,414	Devices, Systems, and Methods for Feb. 27, 2019	Feb. 27, 2019	Pending
		Repairing Soft Tissue and Attaching		
		Soft Tissue to Bone		
125P17Prov	63/003,277	Devices, Systems, and Methods for	March 31, 2020	Pending
		Coupling Suture to Soft Tissue		

CONEXTIONS, INC. - FOREIGN PATENT DOCKET (updated 10/27/2020)

	COMEATIO	COMEATIONS, INC FOREIGN LATERL DOCKET (upuateu 10/2/12020)	IND I (upuateu	10/4//4040)
Docket No.	App. No.	Title	Filing Date	Status
125P9WO	PCT/US2015/56059	Devices, Systems, and Methods for	10/16/2015	Completed
(H&H 83465.0004)		Repairing Soft Tissue and Attaching		(National Stage applications filed in AU,
		Soft Tissue to Bone		CA, CN, EP, JP)
125P9AU	2015331752	Devices, Systems, and Methods for	10/16/2015	Issued: 05/14/2020
(H&H 83465.0005)		Repairing Soft Tissue and Attaching		
		Soft Tissue to Bone		
125P9CA	2,964,626	Devices, Systems, and Methods for	10/16/2015	Pending examination
(H&H 83465.0006)		Repairing Soft Tissue and Attaching		
		Soft Tissue to Bone		
125P9CN	201580066314.4	Devices, Systems, and Methods for	10/16/2015	Issued: 05/07/2019
(H&H 83465.0007)		Repairing Soft Tissue and Attaching		
		Soft Tissue to Bone		
125P9EPO	15850646.9	Devices, Systems, and Methods for	10/16/2015	Issued: 06/24/2020
(H&H 83465.0008)		Repairing Soft Tissue and Attaching		(Validated in FR, DE, IT, UK)
		Soft Tissue to Bone		
125P9JP	2017-539520	Devices, Systems, and Methods for	10/16/2015	Issued: 07/29/2020
(H&H 83465.0009)	PT #6741384	Repairing Soft Tissue and Attaching		
		Soft Tissue to Bone		
125P9FR	15850646.9	Devices, Systems, and Methods for	10/16/2015	Issued: 06/24/2020
(H&H 83465.0012)	PT #EP 3206626	Repairing Soft Tissue and Attaching		
		Soft Tissue to Bone		

Docket No.	App. No.	Tide	Filing Date	Status
125P9DE	15850646.9	Devices, Systems, and Methods for	10/16/2015	Issued: 06/24/2020
(H&H 83465.0011)	PT #EP 3206626	Repairing Soft Tissue and Attaching		
		Soft Tissue to Bone		
125P9IT	15850646.9	Devices, Systems, and Methods for	10/16/2015	Issued: 06/24/2020
(H&H 83465.0014)	PT #EP 3206626	Repairing Soft Tissue and Attaching Soft Tissue to Bone		
125P9UK (H&H 83465,0013)	15850646.9 DT #ED 2206626	Devices, Systems, and Methods for	10/16/2015	Issued: 06/24/2020
(п&п 63403.0013)	P1 #EP 3206626	Soft Tissue to Bone		
125P16PCT	PCT/US2019/018628	Devices, Systems, and Methods for	02/19/2019	Completed
(H&H 83465.0010)		Repairing Soft Tissue and Attaching Soft Tissue to Bone		(National Stage applications filed in AU, CA, CN, EP, JP)
125P16AU (H&H 83465.0018)	2019223962	Devices, Systems, And Methods for	02/19/2019	Pending
		Soft Tissue to Bone		
125P16CA	3,091,800	Devices, Systems, And Methods for	02/19/2019	Pending
(H&H 83465.0015)		Repairing Soft Tissue and Attaching Soft Tissue to Bone		
125P16CN	201980014553.3	Devices, Systems, And Methods for	02/19/2019	Pending
(H&H 83465.0016)		Repairing Soft Tissue and Attaching		
125P16FP	19756761.3	Devices Systems And Methods for	02/19/2019	Pending
(H&H 83465.0019)		Repairing Soft Tissue and Attaching		,
		Soft Tissue to Bone		
125P16JP	Pending	Devices, Systems, And Methods for	02/19/2019	Pending
(H&H 83465.0017)		Repairing Soft Tissue and Attaching		
		Soft Tissue to Bone		

EXHIBIT B

TRADEMARKS

Attached is a list of trademarks.

Trademark Docket

TI AUGINAL W DUCKEL					
Mark	App. No. /	Country	International	Goods Description	Status
			Class		
CONEXTIONS	78	US	10	Medical devices and tools for	Registered
				implanting implants for tendon repair	Statement of Continued
	5,946,363			and tendon to bone repair; Medical	Use due Dec. 24, 2024
				implants and tools for tendon repair	
				and tendon to bone repair comprised	
				primarily of artificial material	
CONEXTIONS TR	88/665,927	US	10	Medical devices and tools for	Notice of Allowance –
				implanting implants for tendon repair	Statement of Use or
				and tendon to bone repair; Medical	Extension to file Statement
				implants and tools for tendon repair	of Use due on December
				and tendon to bone repair comprised	16, 2020
				primarily of artificial material	
REVOLUTIONIZING	87/220,265	US	10	Medical devices and tools for	Registered –
TENDON REPAIR				implanting implants for tendon repair	Statement of Continued
	5,991,495			and tendon to bone repair; Medical	Use due Feb. 18, 2025
				implants and tools for tendon repair	
				and tendon to bone repair comprised	
				primarily of artificial material	
CORONET	87/930,436	US	10	Medical devices and tools for	Notice of Allowance –
				implanting implants for tendon repair	Statement of Use or
				and tendon to bone repair; medical	Extension to file Statement
				implants and tools for tendon repair	of Use due December 18,
				and tendon to bone repair comprised	2020
				primary of artificial material.	

EXHIBIT C

COPYRIGHTS

Description	Registration #	Registration Date	Status
None			

RECORDED: 11/10/2020