# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6792183

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
ZAVATION MEDICAL PRODUCTS, LLC	06/30/2021
PAN MEDICAL US CORPORATION	06/30/2021

#### **RECEIVING PARTY DATA**

Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, AS ADMINISTRATIVE AGENT
Street Address:	C/O CORTLAND CAPITAL MARKET SERVICES LLC, 225 W. WASHINGTON STREET, 9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

#### **PROPERTY NUMBERS Total: 20**

Property Type	Number
Patent Number:	10874443
Patent Number:	10758365
Patent Number:	10660677
Patent Number:	10582955
Patent Number:	10376379
Patent Number:	10285745
Patent Number:	10080670
Patent Number:	9839529
Patent Number:	9687285
Patent Number:	9592131
Patent Number:	9486324
Patent Number:	8986354
Patent Number:	8157865
Patent Number:	10368932
Application Number:	17136584
Application Number:	17132177
Application Number:	16296465
Application Number:	16230399

**PATENT** 

REEL: 056726 FRAME: 0881

506745367

Property Type	Number			
Application Number:	16940055			
Application Number:	63094041			

#### **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.

**Phone:** 312-577-8574

**Email:** humberto.aguino@katten.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN

Address Line 1: 525 WEST MONROE STREET Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	385629-00248
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	06/30/2021

#### **Total Attachments: 6**

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#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 30, 2021 (this "Patent Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC ("Varagon"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the "<u>Credit Agreement</u>"), by and among the Borrowers, Holdings, the other Loan Parties, the Lenders from time to time party thereto and Varagon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

- NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:
- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the Patent Collateral"):
- (a) all of its registered and applied for United States Patents and all exclusive IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.;
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

ZAVATION MEDICAL PRODUCTS, LLC

Name: Jeffrey Johnson

Title: Chief Executive Officer, President and

Secretary

PAN MEDICAL US CORPORATION

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Name: Jeffrey Johnson

Title: Chief Executive Officer, President and

Secretary

ACCEPTED AND AGREED as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC, as Administrative Agent

By: Varagon Capital Partners, L.P., as its sole Member

By:

Name: Brian Carroll Title: Managing Director

### SCHEDULE I TO PATENT SECURITY AGREEMENT

# Patent Registrations

### 1. REGISTERED PATENTS AND PATENT APPLICATIONS

Title	Application	Application	Patent	Patent	Owner
DONE DEDAID	No.	Date 12/20/20	No.	Date	7 M. I. 1
BONE REPAIR COMPOSITION AND	17136584	12/29/20	N/A	N/A	Zavation Medical
KIT					Products, LLC
POROUS SPINAL	17132177	12/23/20	N/A	N/A	Zavation Medical
IMPLANT	17132177	12/23/20	1771	14/11	Products, LLC
Internal fixation	15926363	3/20/18	10874443	12/29/20	Zavation Medical
devices with rotatable					Products, LLC
screw locks					,
BONE PUTTY FOR	16296465	3/8/19	N/A	N/A	Zavation Medical
BONE PORE AND					Products, LLC
VOID FILLING					
Expandable spinal cage	15974225	5/8/18	10758365	9/1/20	Zavation Medical
assemblies for					Products, LLC
supporting bone					
structures BONE REPAIR	16230399	12/21/18	N/A	N/A	Zavation Medical
COMPOSITION AND	10230399	12/21/10	IN/A	IN/A	Products, LLC
KIT					Troducts, ELC
Expandable bone plate	15927586	3/21/18	10660677	5/26/20	Zavation Medical
assemblies					Products, LLC
Methods of implanting	15927440	3/21/18	10582955	3/10/20	Zavation Medical
bone plate assemblies					Products, LLC
Bone stabilization	15343191	11/3/16	10376379	8/13/19	Zavation Medical
implants, instruments,					Products, LLC
and methods				=	
Orthopedic screws	15201643	7/5/16	10285745	5/14/19	Zavation Medical
A remove the condition of	15422444	2/1/17	10000670	0/25/10	Products, LLC
Apparatus and method for stabilizing adjacent	15422444	2/1/17	10080670	9/25/18	Zavation Medical Products, LLC
bone portions					rioducis, LLC
Method and system of	15156517	5/17/16	9839529	12/12/17	Zavation Medical
installing a spinal	13130317	3/1//10	7037327	12/12/17	Products, LLC
fusion cage					
Fenestrated bone	14181647	2/15/14	9687285	6/27/17	Zavation Medical
screws and methods of					Products, LLC
bone fastening and					
stabilization					
Apparatus and method	14453520	8/6/14	9592131	3/14/17	Zavation Medical
for stabilizing adjacent					Products, LLC
bone portions					

PATENT REEL: 056726 FRAME: 0887

Title	Application No.	Application Date	Patent No.	Patent Date	Owner
Apparatus and method for stabilizing adjacent bone portions	13347526	1/10/12	9486324	11/8/16	Zavation Medical Products, LLC
Surgical kit for spinal surgery	13396045	2/14/12	8986354	3/24/15	Zavation Medical Products, LLC
Apparatus and method for stabilizing adjacent bone portions	12692503	1/22/10	8157865	4/17/12	Zavation Medical Products, LLC
Kyphoplasty device and method	16271343	2/8/19	10368932	8/6/19	Pan Medical US Corporation
Porous Spinal Implant	16/940,055	7/27/2020	N/A	N/A	Zavation Medical Products, LLC
Bone Repair Materials And Methods	63094041	10/20/20	N/A	N/A	Zavation Medical Products, LLC

# 2. IP LICENSES

None.

**RECORDED: 06/30/2021** 

PATENT REEL: 056726 FRAME: 0888