PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6883049

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ISTO TECHNOLOGIES II, LLC,	08/25/2021

RECEIVING PARTY DATA

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT		
Street Address:	111 SOUTH WACKER DRIVE		
Internal Address:	36TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	16353004	

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: 212.940.6562

Email: joanne.arnold@katten.com **Correspondent Name:** JOANNE BL ARNOLD

Address Line 1: KATTEN

Address Line 2: 575 MADISON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER:	386565.00028	
NAME OF SUBMITTER:	JOANNE BL ARNOLD	
SIGNATURE:	/Joanne BL Arnold/	
DATE SIGNED:	08/25/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") made as of August 25, 2021, by ISTO TECHNOLOGIES II, LLC, a limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

WITNESSETH

WHEREAS, Grantor, the other Borrowers from time to time party thereto (together each other Person who executes a joinder agreement in form and substance satisfactory to Agent and Administrative Borrower and becomes a "Borrower" thereunder with the consent of Agent and Administrative Borrower, the "Borrowers"), ISTO Group, Inc., a Delaware company ("Holdings"), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Amended and Restated Credit Agreement dated as of June 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of August 29, 2016, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Guarantee and Collateral Agreement.</u>
 The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor

hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (to the extent not constituting Excluded Property):

- (a) Each Patent listed on <u>Schedule A</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Patent; and
- (b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Patent, or (ii) injury to the goodwill associated with each such Patent.
- 3. <u>Governing Law</u>. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ISTO TECHNOLOGIES II, LLC, a Delaware limited liability company

Name: Elizabeth Borow

Title: Vice President

Patent Security Agreement

Agreed and accepted as of the date first written above:

TWIN BROOK CAPITAL PARTNERS,

LLC, as Agent

By:

Name: Drew Guyette Title: Chief Credit Officer

Patent Security Agreement

SCHEDULE A

Patent Title	Application Number	Application Date	Patent Number	Registration Date
FLEXIBLE TISSUE MATRIX AND METHODS FOR JOINT REPAIR	16353004	3/15/13	N/A	N/A

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RECORDED: 08/25/2021