



3/23/2022

MAR 23 2022

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

ALEVIO, LLC

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) MARCH 17, 2022

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

2. Name and address of receiving party(ies)

Name: SERVISFIRST BANK

Internal Address:

Street Address: 2500 WOODCREST PLACE

City: BIRMINGHAM

State: ALABAMA

Country: USA Zip 35209

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

D 783821 S

D 816843 S

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: SERVISFIRST BANK C/O NICK PETELOS

Internal Address:

Street Address: 2500 WOODCREST PLACE

City: BIRMINGHAM

State: ALABAMA Zip 35209

Phone Number: (205)536-7491

Docket Number:

Email Address: npetelos@servisfirstbank.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$100.00 ^E

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature

Signature

MARCH 17, 2022

Date

JOSEPH T. ROBBINS, JR. PRESIDENT AND CEO OF ALEVIO, LLC
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SCHEDULE 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	[Record Owner]
Bone Screw	Alabama	D783821 S	4/11/2017	Alevio, LLC
Orthopedic Implant	Alabama	D816843 S	5/1/2018	Alevio, LLC

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("**Patent Security Agreement**"), dated as of March 17, 2022, is made by and between ALEVIO, LLC, a Mississippi limited liability company (referred to interchangeably as the "**Borrower**" or "**Grantor**") in favor of SERVISFIRST BANK (the "**Lender**"), as Lender under the Loan Agreement referred to below.

WHEREAS, as a condition precedent to the making of a loan by the Lender under that certain Promissory Note, Loan Agreement, and all other loan documents executed in connection therewith (hereinafter collectively, the "**Loan Documents**"). Grantor has executed and delivered to the Lender that certain Security Agreement dated as of March 17, 2022, made by and between the Grantor and the Lender (the "**Security Agreement – U.S. Patents**").

WHEREAS, under the terms of the Security Agreement - Patents, the Grantor has granted to the Lender 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 the United States Patent and Trademark Office.

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. Grantor hereby pledges and grants to the Lender for the benefit of the Lender 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 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. Grantor authorizes the Commissioner for Patents to record and register this Patent Security Agreement upon request by the Lender.

3. Loan Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement - Patents, which is hereby incorporated by

reference. The provisions of the Security Agreement – Patents shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Patent Collateral are as more particularly set forth in the Security Agreement – Patents, the Loan Documents, 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 United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule whether of the State of Alabama or any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

Alevio, LLC

By: *Joseph T. Robbins, Jr.*

Name: Joseph T. Robbins, Jr.

Title: President/Chief Executive Officer

Address for Notices:

200 Cahaba Park Circle, Suite 100

Birmingham, Alabama 35242

AGREED TO AND ACCEPTED:

ServisFirst Bank

By: *Nick Petelos*

Name: Nick Petelos

Title: Senior Vice President

Address for Notices:

2500 Woodcrest Place

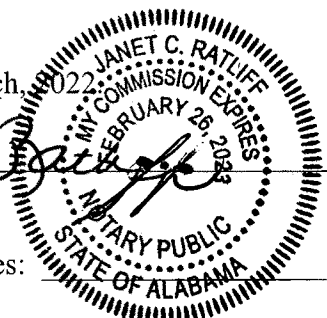
Birmingham, Alabama 35209

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Joseph T. Robbins, Jr., whose name as President and Chief Executive Officer of Alevio, LLC, a Mississippi limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the foregoing Instrument, he, in said capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this 17 day of March, 2022

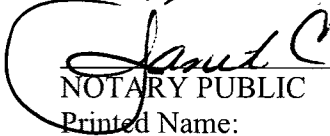
Janet C. Ratliff
NOTARY PUBLIC
Printed Name:
My commission expires: _____



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Nick Petelos, whose name as Senior Vice President of ServisFirst Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the foregoing Instrument, he, in said capacity and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal, this 17 day of March


NOTARY PUBLIC
Printed Name:

My commission expires:

