

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7412479

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OSTEAL THERAPEUTICS, INC.	06/28/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WESTERN ALLIANCE BANK
<b>Street Address:</b>	ONE EAST WASHINGTON STREET
<b>Internal Address:</b>	ATTN: LEGAL DEPARTMENT
<b>City:</b>	PHOENIX
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85004
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	17401843
Application Number:	14817103
Application Number:	12712748
Application Number:	13759253
Application Number:	15336472
Application Number:	14841529
Application Number:	15846021
Application Number:	13759239
Application Number:	16513599
Application Number:	16911303
Application Number:	17680035
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(616)742-3999
<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>	
<b>Phone:</b>	6167423945
<b>Email:</b>	hkooy@btlaw.com
<b>Correspondent Name:</b>	BARNES & THORNBURG LLP
<b>Address Line 1:</b>	655 WEST BROADWAY
<b>Address Line 2:</b>	ATTN: HILLARY KOOY

<b>Address Line 4:</b> SAN DIEGO, CALIFORNIA 92101	
<b>ATTORNEY DOCKET NUMBER:</b>	75123.136
<b>NAME OF SUBMITTER:</b>	HILLARY KOOY
<b>SIGNATURE:</b>	/Hillary Kooy/
<b>DATE SIGNED:</b>	07/01/2022
<b>Total Attachments: 5</b> source=03._Bridge_Bank_-_OstealTx_-_IP_Security_Agreement_(6.2022)_Execution_Version(23037183.1)#page1.tif source=03._Bridge_Bank_-_OstealTx_-_IP_Security_Agreement_(6.2022)_Execution_Version(23037183.1)#page2.tif source=03._Bridge_Bank_-_OstealTx_-_IP_Security_Agreement_(6.2022)_Execution_Version(23037183.1)#page3.tif source=03._Bridge_Bank_-_OstealTx_-_IP_Security_Agreement_(6.2022)_Execution_Version(23037183.1)#page4.tif source=03._Bridge_Bank_-_OstealTx_-_IP_Security_Agreement_(6.2022)_Execution_Version(23037183.1)#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 28, 2022 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **OSTEAL THERAPEUTICS, INC.**, a Delaware corporation, ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of June 28, 2022 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**");

(a) pending and registered copyright rights, including copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) pending and registered trademarks and service marks, including applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

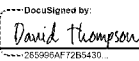
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**OSTEAL THERAPEUTICS, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
DocuSigned by:  
David Thompson  
265956AF7285430

Name: David Thompson


Title: President and Chief Executive Officer

Address for Notices:

Attn: David Thompson, President & CEO  
2514 Hillside Drive  
Dallas, TX 75214  
EMAIL: dthompson@ostealtx.com

**LENDER:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

By:  \_\_\_\_\_  
DocuSigned by:  
Brian Kirkpatrick  
0F18B0DFCE854AD

Name: Brian Kirkpatrick

Title: Vice President

Address for Notices:

Attn: Bill Wickline  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
Attn: Legal Department  
EMAIL: bill.wickline@bridgebank.com

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist ☒

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist ☐

	Mark	U.S. Serial No.	U.S. Registration No.	Registration Date
1.	OSTEAL THERAPEUTICS	90411135	6648618	02.15.2022

**EXHIBIT C****PATENTS**Please Check if No Patents Exist ☐

	<b>Title:</b>	<b>U.S. Application No.</b>	<b>U.S. Patent No.</b>	<b>Issued or Published?</b>	<b>Application Date:</b>
1.	System And Method For Treatment And Prevention Of Periprosthetic Joint Infections	17/401843	<u>US20220047392</u>	Published	2021-08-13
2.	Antibiotic delivery system and method for treating an infected synovial joint during re-implantation of an orthopedic prosthesis	14/817103	<u>USRE46283</u>	Issued	2015-08-03
3.	Antibiotic delivery system and method for treating an infected synovial joint during re-implantation of an orthopedic prosthesis	12/712748	<u>US8454706</u>	Issued	2010-02-25
4.	Antibiotic delivery system for treating an infected synovial joint during re-implantation of an orthopedic prosthesis	13/759253	<u>US8900323</u>	Issued	2013-02-05
5.	Antibiotic delivery system and method for treating an infected synovial joint during re-implantation of an orthopedic prosthesis	15/336472	<u>USRE46669</u>	Issued	2016-10-27
6.	Total joint replacement infection control devices and methods	14/841529	<u>US10433965</u>	Issued	2015-08-31
7.	Antibiotic delivery system and method for treating an infected synovial joint during re-implantation of an orthopedic prosthesis	15/846021	<u>USRE48119</u>	Issued	2017-12-18
8.	Antibiotic delivery system and method for treating an infected synovial joint during re-implantation of an orthopedic prosthesis	13/759239	<u>US8900322</u>	Issued	2013-02-05
9.	TOTAL JOINT REPLACEMENT INFECTION CONTROL DEVICES AND METHODS	16/513599	<u>US20200038191</u>	Published	2019-07-16
10.	ANTIBIOTIC DELIVERY SYSTEM AND METHOD FOR TREATING AN INFECTED SYNOVIAL JOINT DURING RE-IMPLANTATION OF AN ORTHOPEDIC PROSTHESIS	16/911303	n/a	Allowed	06-24-2020
11.	ANTIBIOTIC DELIVERY SYSTEM AND METHOD FOR TREATING AN INFECTED SYNOVIAL JOINT DURING RE-IMPLANTATION OF AN ORTHOPEDIC PROSTHESIS	17/680,035	n/a	Pending	02-24-2022