

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8229330

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EXACTECH, INC.	10/19/2023
XPANDORTHO, INC.	10/19/2023
RECEIVING PARTY DATA	
Name:	TPG VII OSTEON HOLDINGS, LP, AS COLLATERAL AGENT
Street Address:	345 CALIFORNIA STREET, SUITE 3300
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94104
PROPERTY NUMBERS Total: 46	
Property Type	Number
Application Number:	07561801
Application Number:	07771773
Application Number:	07881688
Application Number:	07997658
Application Number:	08680276
Application Number:	08727281
Application Number:	08774679
Application Number:	08972774
Application Number:	15523181
Application Number:	09524341
Application Number:	10004207
Application Number:	10123855
Application Number:	10894146
Application Number:	10953131
Application Number:	12493475
Application Number:	09380709
Application Number:	11356802
Application Number:	11042367
Application Number:	11751428

Property Type	Number
Application Number:	11557416
Application Number:	11690516
Application Number:	12569206
Application Number:	11954359
Application Number:	12367268
Application Number:	12368861
Application Number:	12558238
Application Number:	12722265
Application Number:	13542934
Application Number:	12879134
Application Number:	13905599
Application Number:	14092423
Application Number:	13955083
Application Number:	15024730
Application Number:	15125441
Application Number:	62469803
Application Number:	62527547
Application Number:	29604798
Application Number:	29604802
Application Number:	29604805
Application Number:	29604808
Application Number:	29604790
Application Number:	15544774
Application Number:	16192628
Application Number:	14515375
Application Number:	15080415
Application Number:	16256823

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: jonathan.bradford@ropesgray.com

Correspondent Name: ROPES & GRAY LLP

Address Line 1: PRUDENTIAL TOWER

Address Line 2: 800 BOYLSTON STREET

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 105444-8658-022

NAME OF SUBMITTER: JONATHAN BRADFORD

SIGNATURE:	/JONATHAN BRADFORD/
DATE SIGNED:	10/19/2023
Total Attachments: 7 source=Osteon (TPG) - Patent Security Agreement - Exactech_ Inc. - Oct-19-2023#page1.tif source=Osteon (TPG) - Patent Security Agreement - Exactech_ Inc. - Oct-19-2023#page2.tif source=Osteon (TPG) - Patent Security Agreement - Exactech_ Inc. - Oct-19-2023#page3.tif source=Osteon (TPG) - Patent Security Agreement - Exactech_ Inc. - Oct-19-2023#page4.tif source=Osteon (TPG) - Patent Security Agreement - Exactech_ Inc. - Oct-19-2023#page5.tif source=Osteon (TPG) - Patent Security Agreement - Exactech_ Inc. - Oct-19-2023#page6.tif source=Osteon (TPG) - Patent Security Agreement - Exactech_ Inc. - Oct-19-2023#page7.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is entered into as of October 19, 2023, by and among Exactech, Inc., a Florida corporation and XpandOrtho, Inc., a Delaware corporation (each, a “Grantor” and collectively, the “Grantors”) and TPG VII OSTEON HOLDINGS, LP, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to a Pledge and Security Agreement, dated as of September 19, 2023 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under: (a) the Patents of such Grantor listed on Schedule I attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described herein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages and proceeds of suit arising therefrom, and (g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Patent Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Patent Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. Equal Priority Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Patent Security Agreement are subject to the terms and provisions of the Equal Priority Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions of the Equal Priority Intercreditor Agreement. In the event of conflict between the terms of the Equal Priority Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the Equal Priority Intercreditor Agreement shall govern.

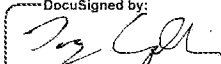
SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

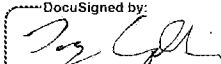
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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EXACTECH, INC.

By: 
Name: Tony Collins
Title: Chief Financial Officer

XPANDORTH, INC.

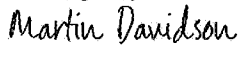
By: 
Name: Tony Collins
Title: Chief Financial Officer

Accepted and Agreed:

TPG VII OSTEON HOLDINGS, L.P.,
as Collateral Agent

By: TPG GenPar VII, L.P., its general partner

By: TPG GenPar VII Advisors, LLC, its general partner

DocuSigned by:

By: _____
Name: Martin Davidson
Title: Chief Accounting Officer

SCHEDULE I
to
PATENT SECURITY AGREEMENT

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS:

Grantor	Patent Description	Registration, Application Number	Registration, Application Date	Status
Exactech, Inc.	Locking surgical tool handle system	07/561,801	3/2/1993	Granted
Exactech, Inc.	Prosthetic femoral stem	07/771,773	10/6/1992	Granted
Exactech, Inc.	Locking surgical tool handle system	07/881,688	3/2/1993	Granted
Exactech, Inc.	Bipolar endoprosthesis	07/997,658	11/23/1993	Granted
Exactech, Inc.	Hole caps for prosthetic implants	08/680,276	3/10/1998	Granted
Exactech, Inc.	Intramedullary alignment guide	08/727,281	11/18/1997	Granted
Exactech, Inc.	Medical appliance tool providing one hand actuation	08/774,679	3/31/1998	Granted
Exactech, Inc.	Intramedullary alignment guide tool	08/972,774	6/8/1999	Granted
Exactech, Inc.	Humeral trays with tuberosity augments sufficiently designed to improve joint mechanics	15/523,181	11/23/2017	Application
Exactech, Inc.	Modular Hip Prosthesis	09/524,341	11/20/2001	Granted
Exactech, Inc.	Modular Hip Prosthesis	10/004,207	6/28/2005	Granted
Exactech, Inc.	Prosthetic Knee Joint	10/123,855	5/4/2004	Granted
Exactech, Inc.	Mobile Bearing Knee Prosthesis	10/894,146	9/9/2008	Granted
Exactech, Inc.	A Shoulder Prosthesis With Humeral Fracture Stem	10/953,131	7/7/2009	Granted
Exactech, Inc.	A Shoulder Prosthesis With Humeral Fracture Stem	12/493,475	9/10/2013	Granted
Exactech, Inc.	Surgical Equipment for Implanting a Total Shoulder Prosthesis, and Total Shoulder Prosthesis Constituting Same	09/380,709	5/8/2001	Granted
Exactech, Inc.	Mobile Bearing Knee Prosthesis	11/356,802	5/4/2010	Granted
Exactech, Inc.	Prosthesis including a mechanism for attaching a first component to a second component (taper geometry)	11/042,367	5/22/2007	Granted
Exactech, Inc.	Prosthesis including a mechanism for attaching a first component to a second component (taper geometry)	11/751,428	6/7/2011	Granted

Grantor	Patent Description	Registration, Application Number	Registration, Application Date	Status
Exactech, Inc.	Mounting system and method for enhancing implant fixation to bone	11/557,416	10/16/2012	Granted
Exactech, Inc.	Reverse shoulder prosthesis	11/690,516	1/12/2016	Granted
Exactech, Inc.	Reverse shoulder prosthesis	12/569,206	10/28/2014	Granted
Exactech, Inc.	Constrained liner locking ring and polyethylene liner congruency feature	11/954,359	8/3/2010	Granted
Exactech, Inc.	Femoral component of knee prosthesis, the femoral component having anterior/posterior claw(s) for digging into bone and/or a raised rib with a bulbous terminus	12/367,268	11/27/2012	Granted
Exactech, Inc.	Knee prosthesis system with at least a first tibial portion element (a tibial insert or tibial trial) and a second tibial portion element (a tibial insert or tibial trial), wherein each of the first tibial portion element and the second tibial portion element has a different slope	12/368,861	4/9/2013	Granted
Exactech, Inc.	Systems and methods relating to a knee prosthesis capable of conversion from a cruciate retaining type prosthesis to a posterior stabilizing type prosthesis of conversion from a cruciate retaining type prosthesis to a posterior stabilizing type prosthesis	12/558,238	8/13/2013	Granted
Exactech, Inc.	Motion inducing reverse shoulder assembly	12/722,265	8/14/2012	Granted
Exactech, Inc.	Motion inducing reverse shoulder assembly	13/542,934	12/25/2012	Granted
Exactech, Inc. Blue Ortho	Alignment guides for use in computer assisted orthopedic surgery to prepare a bone element for an implant	12/879,134	3/26/2013	Granted
Exactech, Inc.	Reverse shoulder humeral adapter trays	13/905,599	11/18/2014	Granted
Exactech, Inc.	Patella implant system and patella trials for selecting same	14/092,423	7/19/2016	Granted
Exactech, Inc.	Prosthetic devices to improve joint mechanics in arthroplasty	13/955,083	2/6/2014	Application
Exactech, Inc.	Prosthetic augments to improve muscle mechanics	15/024,730	8/11/2016	Application

Grantor	Patent Description	Registration, Application Number	Registration, Application Date	Status
Exactech, Inc.	Prosthesis component with offset adjustability	15/125,441	6/22/2017	Application
Exactech, Inc.	Platform fracture fixation implants	62/469,803	03/10/2017	Application
Exactech, Inc.	Patella kit and methods for using thereof	62/527,547	06/30/2017	Application
Exactech, Inc.	Surgical instrument	29/604,798	05/19/2017	Application
Exactech, Inc.	Surgical instrument	29/604,802	05/19/2017	Application
Exactech, Inc.	Surgical instrument	29/604,805	05/19/2017	Application
Exactech, Inc.	Surgical instrument	29/604,808	05/19/2017	Application
Exactech, Inc.	Surgical instrument	29/604,790	05/19/2017	Application
Exactech, Inc.	Talar implant for modifying joint kinematics	15/544,774	07/19/2017	Application
XpandOrtho, Inc.	ACTUATED POSITIONING DEVICE FOR ARTHROPLASTY AND METHODS OF USE	16/192,628	11/15/2018	Pending
XpandOrtho, Inc.	ACTUATED POSITIONING DEVICE FOR ARTHROPLASTY AND METHODS OF USE	14/515,375	12/18/2018	Granted
XpandOrtho, Inc.	BALANCING DEVICE FOR ARTHROPLASTY AND METHODS FOR USE	15/080,415	2/19/2019	Granted
XpandOrtho, Inc.	BALANCING DEVICE FOR ARTHROPLASTY AND METHODS FOR USE	16/256,823	1/24/2019	Pending