

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8251707

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CERVOS MEDICAL LLC	10/31/2023
RECEIVING PARTY DATA	
Name:	BERKSHIRE BANK
Street Address:	386 MAIN STREET
City:	WORCESTER
State/Country:	MASSACHUSETTS
Postal Code:	01608
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	9101570
Patent Number:	8048678
Patent Number:	10231716
Patent Number:	10556046
Patent Number:	10568661
Patent Number:	9272083
Patent Number:	10603665
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	617.742.4200
Email:	jtm@riw.com
Correspondent Name:	CHRISTOPHER J. LHULIER, ESQ.
Address Line 1:	255 STATE STREET
Address Line 2:	7TH FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02109
NAME OF SUBMITTER:	CHRISTOPHER J. LHULIER, ESQ.
SIGNATURE:	/s/ Christopher J. Lhulier
DATE SIGNED:	10/31/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is made as of October 31, 2023 by and between Cervos Medical LLC, a Delaware limited liability company having an address and principal place of business located at 30 Doherty Avenue, Avon, Massachusetts 02322 (the “**New Borrower**”), and Berkshire Bank, a Massachusetts banking corporation (hereinafter called the “**Lender**”), in connection with the Notes and the Loan Agreement (each as defined below).

WHEREAS, on or about September 13, 2023, Ranfac Corp. (the “**Existing Borrower**,” and collectively with the New Borrower, the “**Borrowers**”) and the Bank entered into that certain Loan and Security Agreement (All Assets) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

WHEREAS, on or about September 29, 2023, the Existing Borrower, with the consent of Lender, purchased from its joint venture partner, Endocellutions, Inc., all of its membership interest in the New Borrower, making the New Borrower a wholly owned subsidiary of the Existing Borrower;

WHEREAS, the Borrowers and Lender are parties to a certain Joinder Agreement of even date herewith, pursuant to which the New Borrower shall join and become a Borrower under the Loan Agreement and each other loan document to which the Existing Borrower is party (the “**Loan Documents**”);

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Purpose. This Agreement is granted by the New Borrower in favor of the Lender in connection with and to secure the Loan Agreement, a certain Secured Revolving Demand Note in the maximum principal amount of One Million Five Hundred Thousand (\$1,500,000.00) Dollars issued by the Borrowers to the Lender, a certain Secured Three Year Term Note in the original principal amount of Three Hundred Seventy-Five Thousand (\$375,000.00) Dollars issued by the Borrowers to the Lender, a certain Tranche 1 Secured Five Year Term Note in the original principal amount of Four Hundred Thousand (\$400,000.00) Dollars issued by the Borrowers to the Lender, a certain Tranche 2 Secured Five Year Term Note in the maximum principal amount of One Million (\$1,000,000.00) Dollars issued by the Borrowers to the Lender, and a certain Secured Non-Revolution Time Note in the maximum principal amount of One Million (\$1,000,000.00) Dollars (as each may be amended, restated, modified or replaced from time to time, collectively the “**Notes**”). Capitalized terms not defined in this Agreement have the meanings set forth under the Loan Agreement.

2. Grant of Security Interest. The New Borrower hereby grants to Lender, a continuing security interest in the “**Collateral**” described in Section 3 below to secure the payment of the Notes and all other loans and advances from Lender to the Borrowers, and other debts, obligations and liabilities of the Borrowers to Lender of any nature whatsoever, in each case arising under the Notes, the Loan Agreement (including all renewals, modifications and extensions thereof) or any

other Loan Document, including, without limitation all interest, costs, expenses, and reasonable and documented attorneys' fees, which are incurred by Lender in the disbursement, administration, and collection of such amounts, and in the protection, maintenance, and liquidation of the Collateral (collectively, "**Liabilities**"). This Agreement shall be and become effective when, and continue in effect as long as any Liabilities of the Borrowers to Lender are outstanding and unpaid.

3. Collateral. "**Collateral**" means:

3.1 All United States copyrights and mask works, whether or not registered, and all applications for registration of all copyrights and mask works, including, but not limited to all copyrights and mask works, and all applications for registration of all copyrights and mask works identified in **Schedule A** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Copyright Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof); and (c) all rights corresponding thereto and all modifications, adaptations, translations, enhancements and derivative works, renewals thereof, and all other rights of any kind whatsoever of the New Borrower accruing thereunder or pertaining thereto; and all license agreements with any other person in connection with any of the Copyrights, including, without limitation, the license agreements listed on **Schedule A** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Copyrights and Copyright Licenses being, collectively, "**Copyrights**");

3.2 All United States letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified in **Schedule B** attached hereto and made a part hereof, and including without limitation (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the New Borrower accruing thereunder or pertaining thereto; and all license agreements with any other person in connection with any of the Patents, including, without limitation, the license agreements listed on **Schedule B** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Patents and Patent Licenses being, collectively, the "**Patents**");

3.3 All United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified in **Schedule C** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present

and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all rights corresponding thereto in the United States and all other rights of any kind whatsoever of the New Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin; and all license agreements with any other person in connection with any of the Trademarks, including, without limitation, the license agreements listed on **Schedule C** hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Trademarks and Trademark Licenses being, collectively, the “**Trademarks**”); and

3.4 Any and all proceeds of any of the rights included above and any and all 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.

4. Security Agreement. This Agreement has been executed and delivered by the New Borrower for the purpose of registering the security interest of the Lender in the Collateral with the United States Patent and Trademark Office and/or Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, (i) the security interest granted to the Lender under the Loan Agreement, as security for the discharge and performance of similar Liabilities, and (ii) the security interest granted to the Lender by the Existing Borrower under that certain Intellectual Property Security Agreement dated as of September 13, 2023. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

5. Waiver. The New Borrower waives all defenses and setoffs which could hinder or reduce the obligations of the Borrowers under this Agreement. In addition, and solely after the occurrence and during the continuance of an Event of Default, except as expressly prohibited by law, the New Borrower waives any right it may have to require Lender to give notice of the details of any public or private sale of personal property security held from the New Borrower or pursue any remedy available to Lender.

6. Event of Default.

6.1 An event of default shall exist as defined under the Loan Agreement (“**Event of Default**”).

6.2 Upon the occurrence of an Event of Default, the Loan Agreement and the Notes and all other Liabilities may (notwithstanding any provisions thereof) at the option of the Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable, and the Lender may exercise from time to time any rights and remedies, including the right to immediate possession of the Collateral, available to it under applicable law. The New Borrower agrees, in case of an Event of Default, to assemble, at its expense, all the Collateral at a

convenient place acceptable to the Lender and to pay all costs of Lender of collection of the Notes and all other Liabilities, and enforcement of rights hereunder, including reasonable and documented attorneys' fees and legal expenses, including participation in bankruptcy proceedings, and expense of locating the Collateral and expenses of any repairs to any realty or other property to which any of the Collateral may be affixed or be a part. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if sent at least seven days before such disposition, postage prepaid, addressed to the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of the Lender.

6.3 THE NEW BORROWER AGREES THAT THE LENDER SHALL, IN THE EVENT OF ANY EVENT OF DEFAULT, HAVE THE RIGHT TO PEACEFULLY TAKE POSSESSION OF ANY OF THE COLLATERAL. THE NEW BORROWER WAIVES ANY RIGHT IT MAY HAVE, IN SUCH INSTANCE, TO A JUDICIAL HEARING PRIOR TO SUCH RETAKING.

7. General.

7.1 This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any applicable principles of conflicts of laws. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of Lender hereunder shall inure to the benefit of its successors and assigns and this Agreement shall be binding on all heirs, executors, administrators, assigns and successors of the New Borrower.

7.2 The New Borrower may not assign its rights and obligations under this Agreement without the Lender's prior written consent.

7.3 THE LENDER AND THE NEW BORROWER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, LENDER AND THE COMPANY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

[Signature Pages Follow]

The parties have executed this Intellectual Property Security Agreement as of the date first written above.

NEW BORROWER:

CERVOS MEDICAL LLC

By: 
Harlan Adler, Manager

LENDER:

BERKSHIRE BANK

By: _____
Ronald Belanger, Vice President

[Signature Page to Intellectual Property Security Agreement]

The parties have executed this Intellectual Property Security Agreement as of the date first written above.

NEW BORROWER:

LENDER:

CERVOS MEDICAL LLC

BERKSHIRE BANK

By: _____
Harlan Adler, Manager

By:  _____
Ronald Belanger, Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Copyrights

NONE.

SCHEDULE B

U.S. Patents

Country	Reference	Patent#	Application #	Expiration
USA	Adult and Neonatal Stem Cell Therap	9101570	12/697537	4/7/2030
USA	Cell Separation Method & Apparatus	8048678	12/826074	10/27/2026
USA	Apparatus and Methods for Aspiratin	10231716	14/439022	4/21/2035
USA	Bone Marrow Harvesting Needle Impro	10556046	15/110520	5/2/2036
USA	Bone Marrow Access Device	10568661	15/721123	10/18/20373
USA	Apparatus and Methods for Aspiratin	9272083	13/322616	6/13/2033
USA	Cell Concentration Devices and Meth	10603665	14/764115	3/17/2035

SCHEDULE C

Trademarks

NONE.