

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8297300

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NANOHIVE MEDICAL LLC	11/27/2023

RECEIVING PARTY DATA

Name:	KENSTON CAPITAL EMERGING TECHNOLOGY FUND I LP
Street Address:	ONE BOSTON PLACE
Internal Address:	SUITE 2600
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02108

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	9962269
Patent Number:	10405983
Patent Number:	10368997
Patent Number:	10888429
Application Number:	16518281
Application Number:	17967503
Application Number:	15876903
Patent Number:	10881518
Patent Number:	10695184
Patent Number:	11648124
Patent Number:	11253368
Application Number:	17964814
Application Number:	15903667
Application Number:	15903648
Patent Number:	10624746
Patent Number:	11291558
Application Number:	17690212
Patent Number:	11497617
Application Number:	17985367

PATENT

Property Type	Number
Patent Number:	D840036
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:	11/28/2023
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT is entered into as of November 27, 2023 by NanoHive Medical LLC ("Debtor"), a Massachusetts limited liability company, in favor of Kenston Capital Emerging Technology Fund I LP, a Delaware limited partnership ("Lender").

NOW THEREFORE, in consideration of the premises, Debtor hereby agrees with Lender as follows:

1. Grant of Security Interest. Debtor hereby grants to Lender a first priority security interest in all of Debtor's right, title and interest in and to the following (collectively, the "Collateral") to secure payment and performance of all obligations of Debtor to Lender whether such obligations (collectively, the "Obligations") are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, without limitation, those liabilities of Debtor to Lender pursuant to a certain Loan and Security Agreement, of even date, entered into between the Debtor and the Lender (the "Loan Agreement").

The Collateral shall consist of the following:

(a) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights and rights to extend such patents and patent rights;

(b) All of Debtor's right, title and interest, in and to the patents and patent applications listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Debtor's right, title and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Lender for past, present and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(d) All general intangibles relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. Warranties and Representations. Debtor hereby warrants and represents to Lender the following:

(a) A true and complete schedule setting forth all of Debtor's patents and patent applications on the date hereof, together with the respective titles, filing dates and application or patent numbers thereof is set forth on Schedule A;

(b) Debtor is not presently aware of any present or prospective claim by any third party that any of the patents are invalid or unenforceable, or that the use of any patents violates the rights of any third person, or of any basis for any such claims;

(c) To the Debtor's knowledge, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the patents and patent applications, free and clear of any liens, charges and encumbrances, other than Permitted Liens (as defined in the Loan Agreement);

(d) Except for the filing of financing statements with the Secretary of State of Delaware under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery or performance of this Agreement by Debtor or for the perfection of its security interest in the Collateral in the United States.

3. After-Acquired Patent Rights. If Debtor shall obtain rights to any new patentable inventions or becomes entitled to the benefit of any patent application or patent for any reissue, divisional or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall bear any expenses incurred in connection with future applications for patents.

4. Litigation and Proceedings. Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Lender any information with respect thereto requested by Lender. Following Debtor becoming aware thereof, Debtor shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Debtor's claim of ownership in any of the patents, its right to apply for the same, or its right to keep and maintain such patent rights.

5. Termination. This agreement shall terminate and the lien on and security interest in the Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the termination of the Loan Agreement.

6. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Debtor have caused this Agreement to be executed by its duly authorized officer as of the date first above written.

NANOHIVE MEDICAL LLC

By: Patrick O'Donnell
Name: Patrick O'Donnell
Title: Chief Executive Officer and President

[Signature Page to Patent Security Agreement]

SCHEDULE A
TO A PATENT SECURITY AGREEMENT
BY NANOHIVE MEDICAL LLC (Debtor)
IN FAVOR OF KENSTON CAPITAL EMERGING TECHNOLOGY FUND I LP (Lender)
DATED: NOVEMBER 27, 2023

Application or Patent No.	Country	Issue or Filing Date	Title
9,962,269	US	June 6, 2017	IMPLANT WITH INDEPENDENT ENDPLATES
10,405,983	US	April 2, 2018	IMPLANT WITH INDEPENDENT ENDPLATES
10,368,997	US	January 22, 2018	THREE -DIMENSIONAL LATTICE STRUCTURES FOR IMPLANTS
10,888,429	US	January 22, 2018	THREE -DIMENSIONAL LATTICE STRUCTURES FOR IMPLANTS
16/518,281	US	July 22, 2019	THREE -DIMENSIONAL LATTICE STRUCTURES FOR IMPLANTS
17/967,503	US	October 17, 2022	THREE -DIMENSIONAL LATTICE STRUCTURES FOR IMPLANTS
15/876,903	US		METHODS OF DESIGNING THREE -DIMENSIONAL LATTICE STRUCTURES FOR IMPLANT
10,881,518	US	January 22, 2018	ANISOTOPIC BIOCOMPATIBLE LATTICE STRUCTURE
10,695,184	US	January 22, 2018	METHODS OF DESIGNING THREE-DIMENSIONAL STRUCTURES FOR IMPLANTS
11,648,124	US	June 30, 2020	METHODS OF DESIGNING THREE-DIMENSIONAL STRUCTURES FOR IMPLANTS
11,253,368	US	February 13, 2018	METHODS OF DESIGNING HIGH X-RAY LUCENCY LATTICE STRUCTURES
17/964,814	US	October 12, 2022	IMPLANT WITH INDEPENT ENDPLATES
15/903,667	US	February 23, 2018	FEATURES FOR IMPLANTS WITH A REDUCED VOLUMETRIC DENSITY OR SURFACE ROUGHNESS
15/903,648	US	February 23, 2018	IMPLANTS AND METHODS OF DESIGNING AND MANUFACTURING DEVICES WITH A REDUCED VOLUMETRIC DENSITY
10,624,746	US	March 30, 2018	FLUID INTERFACE SYSTEM FOR IMPLANTS
11,291,558	US	July 26, 2019	DNAMIC IMPLANT FIXATION PLATE

Application or Patent No.	Country	Issue or Filing Date	Title
17/690,212	US	March 9, 2022	DNAMIC IMPLANT FIXATION PLATE
11,497,617	US	January 15, 2020	VARIABLE DEPTH IMPLANTS
17/985,367	US	November 11, 2022	VARIABLE DEPTH IMPLANTS
29/613,161 (D840036)	US	August 8, 2017	INTERBODY FUSION IMPLANT