

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI71694

| | |
|---|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| KEYBANK NATIONAL ASSOCIATION, as Collateral Agent | 02/29/2024 |
| RECEIVING PARTY DATA | |
| Company Name: | AVALIGN TECHNOLOGIES INC. |
| Street Address: | 10275 West Higgins Road, Suite #920 |
| City: | Rosemont |
| State/Country: | ILLINOIS |
| Postal Code: | 60018 |
| Company Name: | NEMCOMED, INC. |
| Street Address: | 10275 West Higgins Road, Suite #920 |
| City: | Rosemont |
| State/Country: | ILLINOIS |
| Postal Code: | 60018 |
| Company Name: | VIPER TECHNOLOGIES, LLC |
| Street Address: | 10275 West Higgins Road, Suite #920 |
| City: | Rosemont |
| State/Country: | ILLINOIS |
| Postal Code: | 60018 |
| Company Name: | ADVANTIS MEDICAL, INC. |
| Street Address: | 10275 West Higgins Road, Suite #920 |
| City: | Rosemont |
| State/Country: | ILLINOIS |
| Postal Code: | 60018 |
| PROPERTY NUMBERS Total: 12 | |
| Property Type | Number |
| Application Number: | 15195624 |
| Application Number: | 16953761 |
| Application Number: | 16949575 |
| Patent Number: | D523142 |
| Patent Number: | D522140 |

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 7883662 |
| Patent Number: | 8124187 |
| Patent Number: | 9404173 |
| Application Number: | 62470398 |
| Application Number: | 15918358 |
| Application Number: | 16183255 |
| Application Number: | 16160400 |

CORRESPONDENCE DATA

Fax Number: 8443453178
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.

Phone: 8583141200
Email: sbhatmuley@jonesday.com,kseverson@jonesday.com
Correspondent Name: JONES DAY
Address Line 1: 250 Vesey Street
Address Line 4: NEW YORK, NEW YORK 10281-1047

| | |
|---------------------------|--|
| NAME OF SUBMITTER: | Kiersten Severson |
| SIGNATURE: | Kiersten Severson |
| DATE SIGNED: | 03/05/2024 |
| | This document serves as an Oath/Declaration (37 CFR 1.63). |

Total Attachments: 7
source=(EXECUTED) Key_Avalign - Release of Security Interest in IP (2024)#page1.tif
source=(EXECUTED) Key_Avalign - Release of Security Interest in IP (2024)#page2.tif
source=(EXECUTED) Key_Avalign - Release of Security Interest in IP (2024)#page3.tif
source=(EXECUTED) Key_Avalign - Release of Security Interest in IP (2024)#page4.tif
source=(EXECUTED) Key_Avalign - Release of Security Interest in IP (2024)#page5.tif
source=(EXECUTED) Key_Avalign - Release of Security Interest in IP (2024)#page6.tif
source=(EXECUTED) Key_Avalign - Release of Security Interest in IP (2024)#page7.tif

RELEASE OF SECURITY INTEREST IN FIRST LIEN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN FIRST LIEN INTELLECTUAL PROPERTY** (this “Release”), dated as of February 29, 2024 is made by KEYBANK NATIONAL ASSOCIATION, as Collateral Agent (as defined below), in favor of NEMCOMED, INC., VIPER TECHNOLOGIES, LLC, AVALIGN TECHNOLOGIES, INC. and ADVANTIS MEDICAL, INC., (each, and collectively, the “Grantor”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement (each, as defined below), as applicable.

WHEREAS, pursuant to that (i) certain First Lien Credit Agreement, dated as of December 21, 2018 (as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated May 23, 2019, that certain Amendment No. 2 to First Lien Credit Agreement, dated December 5, 2022, and that certain Amendment No. 3 to First Lien Credit Agreement, dated December 15, 2022, and as further amended, restated, amended and restated, supplemented, or otherwise modified, the “Credit Agreement”), among the Loan Parties (as defined therein), KEYBANK NATIONAL ASSOCIATION, as administrative agent and as collateral agent (in such capacity, the “Collateral Agent”) and the other parties thereto, (ii) certain First Lien Guarantee and Collateral Agreement, dated as of December 21, 2018 (as supplemented by Supplement No. 1 to First Lien and Guarantee Collateral Agreement, dated June 19, 2019, and as further amended, restated, amended and restated, supplemented, otherwise modified from time to time, the “Security Agreement”), among the Borrowers, Holdings, the other Subsidiaries of Holdings party thereto and the Collateral Agent, and (iii) certain First Lien Intellectual Property Security Agreement, dated as of December 21, 2018 (the “2018 IP Security Agreement”) and that certain First Lien Intellectual Property Security Agreement dated as December 14, 2022 (the “2022 IP Security Agreement”, together with the 2018 IP Security Agreement, the “IP Security Agreements”), executed by the Grantor in favor of the Collateral Agent, whereby the Grantor granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (as defined in the IP Security Agreements), including but not limited to the Trademarks, Patents and Copyrights listed on Schedule 1, Schedule 2, and Schedule 3 respectively, attached hereto (collectively, the “IP Collateral”); and

WHEREAS, the security interest in the IP Collateral granted by the Grantor to the Collateral Agent under the 2018 IP Security Agreement was recorded at the United States Patent and Trademark Office on December 21, 2018 at Reel 047975, and Frame 0246 and Reel 6506 and Frame 0915, and the 2022 IP Security Agreement was recorded at the United States Patent and Trademark Office on December 15, 2022 at Reel 062101 and Frame 0412; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby terminates the IP Security Agreements, releases, terminates and discharges all of its mortgages, liens and security interests in all of the Grantor's right, title and interest in, to and under the IP Collateral, including all security interests granted under the IP Security Agreements and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the IP Collateral to the Grantor.

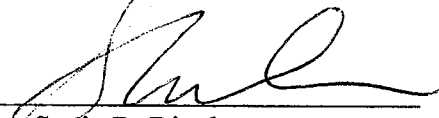
2. The Collateral Agent (at the sole cost and expense of the Grantor) hereby authorizes the Borrowers, Grantor or their respective counsel, without further notice, from and after the Effective Time (as defined in the Payoff Letter, dated February 9, 2024, among Borrowers, Holdings and the Collateral Agent) to (i) deliver a copy of this Release to the United States Commissioner for Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country, (ii) file this Release and all such instruments or other filings necessary to effectuate or evidence the Release, and (iii) take all such other actions and do all such other things, presently or in the future, as deemed necessary by any of the Borrowers, Grantor or their respective counsel to effectuate or evidence this Release.

3. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in First Lien Intellectual Property to be duly executed as of the date first set forth above.

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 



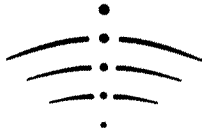
Name: Suzie R. Rinehart

Title: Senior Vice President and Senior Loan
Workout Relationship Manager

Schedule 1
To Release of Security Interest in First Lien Intellectual Property

REGISTERED TRADEMARKS

Owner: Avalign Technologies, Inc.

| Mark | App. No. | Filing Date | Registration No. | Registration Date |
|--|-----------------|--------------------|-------------------------|--------------------------|
| AVALIGN | 87345939 | 22-FEB-2017 | 6164383 | 29-SEP-2020 |
| AVALIGN | 77120068 | 01-MAR-2007 | 3883209 | 30-NOV-2010 |
| AVALIGN | 77975196 | 01-MAR-2007 | 3440565 | 03-JUN-2008 |
| AVALIGN TECHNOLOGIES  | 77975078 | 01-MAR-2007 | 3449379 | 17-JUN-2008 |
| AVALIGN TECHNOLOGIES | 77120043 | 01-MAR-2007 | 3919999 | 15-FEB-2011 |
| AVALIGN TECHNOLOGIES | 77120077 | 01-MAR-2007 | 3908280 | 18-JAN-2011 |
| <i>Design Only</i>  | 77120021 | 01-MAR-2007 | 3914633 | 01-FEB-2011 |
| <i>Design Only</i>  | 77975170 | 01-MAR-2017 | 3440564 | 03-JUN-2008 |
| AVALIGN TECHNOLOGIES | 77975195 | 01-MAR-2007 | 3449380 | 17-JUN-2008 |
| AVALIGN | 87593998 | 01-SEP-2017 | 5437557 | 03-APR-2018 |
| AVALIGN EDGE | 77632359 | 12-DEC-2008 | 4002831 | 26-JUL-2011 |

Owner: Advantis Medical, Inc.

| Mark | App. No. | Filing Date | Registration No. | Registration Date |
|-------------|-----------------|--------------------|-------------------------|--------------------------|
| ADVANTIS | 78945424 | 4-AUG-2006 | 3485022 | 12-AUG-2008 |

Schedule 2
To Release of Security Interest in First Lien Intellectual Property

REGISTERED PATENTS

Owner: Nemcomed, Inc.

| Title | Serial No. | Patent No. | Filing Date | Issue Date | Current Status |
|----------------------|-------------------|-------------------|--------------------|-------------------|-----------------------|
| Orthopedic Retractor | 29227581 | D523142 | 13-APR-2005 | 13-JUN-2006 | Issued Design Patent |
| Orthopedic Retractor | 29227735 | D522140 | 14-APR-2005 | 30-MAY-2006 | Issued Design Patent |

Owner: Viper Technologies LLC

| Title | Serial No. | Pub. No. | Patent. No. | Owner of Record |
|--|-------------------|-----------------|--------------------|--|
| Metal Injection Molding Methods And Feedstocks | 11/941,018 | 20090129961 | 7,883,662 | Viper Technologies LLC, d.b.a. Thortex, Inc. |
| Methods Of Forming Porous Coatings On Substrates | 12/555,440 | 20110059268 | 8,124,187 | Viper Technologies LLC, d.b.a. Thortex, Inc. |
| Methods Of Preparing A Surface Of A Cast Zirconium Alloy Substrate For Oxidation | 14/061,466 | 20150107721 | 9,404,173 | Viper Technologies LLC |

PATENT APPLICATIONS

| Title | Serial No. | Patent No. | Pub. No. | Applicant |
|--|------------------------|-------------------|-----------------|----------------------------|
| Methods Of Forming An Oxide Layer On A Metal Body | 15/195,624 | 10,865,468 | 20160305005 | Avalign Technologies, Inc. |
| Bracket Assembly | 62/470398 | N/A | N/A | Avalign Technologies, Inc. |
| Bracket Assembly | 15/918,358 | N/A | N/A | Avalign Technologies, Inc. |
| Alignment Guide for Reamer Shaft | 16183255 | N/A | N/A | Avalign Technologies, Inc. |
| Reamer Shaft Extension Assembly | 16160400 | 11,013,520 | N/A | Avalign Technologies, Inc. |
| Three Layer Unicompartmental Knee | (Invention Disclosure) | N/A | N/A | N/A |
| Multi-layered Implant | 16/953,761 | N/A | 20210079510 | Avalign Technologies, Inc. |
| Rotationally balanced slot pattern for flexible shafts | 16/949,575 | 11,672,545 | 20220133335 | Avalign Technologies, Inc. |

Schedule 3
To Release of Security Interest in First Lien Intellectual Property

COPYRIGHTS

None.