

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT1104968

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Orchid Orthopedic Solutions, LLC	03/18/2024
Orchid MPS Holdings, LLC	03/18/2024
RECEIVING PARTY DATA	
Company Name:	U.S. Bank Trustees Limited
Street Address:	125 Old Broad Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 1AR
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9211127
Patent Number:	7168283
Application Number:	18185159
CORRESPONDENCE DATA	
Fax Number:	2129096836
<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:	2129096000
Email:	trademarks@debevoise.com
Correspondent Name:	Daniel Hyun Gu Yeo Esq.
Address Line 1:	Debevoise & Plimpton LLP
Address Line 2:	66 Hudson Boulevard
Address Line 4:	New York, NEW YORK 10001
ATTORNEY DOCKET NUMBER:	13802-1011
NAME OF SUBMITTER:	Harriett Sasso
SIGNATURE:	Harriett Sasso
DATE SIGNED:	03/26/2024
Total Attachments: 5	
source=Femur - 2L Patent Security Agmnt Executed#page1.tif	
source=Femur - 2L Patent Security Agmnt Executed#page2.tif	

source=Femur - 2L Patent Security Agmnt Executed#page3.tif
source=Femur - 2L Patent Security Agmnt Executed#page4.tif
source=Femur - 2L Patent Security Agmnt Executed#page5.tif

Notwithstanding anything herein to the contrary, the Liens and security interests, if any, granted to U.S. Bank Trustees Limited pursuant to this Patent Security Agreement in any Collateral and the exercise of any right or remedy by U.S. Bank Trustees Limited with respect to any Collateral hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 8, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among HPS Investment Partners, LLC, as Initial First Lien Collateral Agent and First Lien Representative, U.S. Bank Global Corporate Trust Limited, as Initial Second Lien Administrative Agent, and U.S. Bank Trustees Limited, as Initial Second Lien Representative. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Patent Security Agreement*”) dated March 18, 2024, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of U.S. BANK TRUSTEES LIMITED, as Collateral Agent (as defined in the A&R Second Lien Credit Agreement referred to below).

Reference is made to the Amended and Restated Second Lien Credit Agreement, dated as of March 8, 2024 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*A&R Second Lien Credit Agreement*”), among FEMUR BUYER, INC., (“*Borrower*”), FEMUR INTERMEDIATE 3, INC., (“*Holdings*”), the Lenders party thereto from time to time, U.S. BANK GLOBAL CORPORATE TRUST LIMITED, as Administrative Agent, and U.S. BANK TRUSTEES LIMITED, as Collateral Agent. The Lenders have agreed to extend the maturity of the Existing Term Loans made to the Borrower and make certain other amendments subject to the terms and conditions set forth in the A&R Second Lien Credit Agreement on the terms and conditions set forth in the A&R Second Lien Credit Agreement.

Whereas, as a condition precedent to the Lenders entering into the A&R Second Lien Credit Agreement, each Grantor has executed and delivered that certain Amended and Restated Second Lien Security Agreement dated March 18, 2024, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Terms defined in the A&R Second Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the A&R Second Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Patents, including the Patents set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Patent by each Grantor under this Patent Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

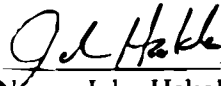
SECTION 5. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


[Remainder of this page intentionally left blank]

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

ORCHID ORTHOPEDIC SOLUTIONS,
LLC, Grantor

By: 
Name: John Hakola
Title: Secretary

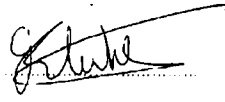
ORCHID MPS HOLDINGS, LLC, Grantor

By: 
Name: John Hakola
Title: Secretary

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 066897 FRAME: 0111

U.S. BANK TRUSTEES LIMITED, as
Collateral Agent

By:  **George Stubbs**
Authorized Signatory

Name:
Title:

SCHEDULE A

Applications:

<u>Owner/Grantor</u>	Title	Description	Application No.	Filing Date
ORCHID ORTHOPEDIC SOLUTIONS, LLC	Medical Implant and Related Methods	Medical Implant and Related Methods	18185159	2023-12-21 [pending]

Registrations:

<u>Owner/Grantor</u>	Title	Description	Patent No.	Issue Date
ORCHID MPS HOLDINGS, LLC	Orthopaedic surgical instrument	Orthopaedic surgical instrument	9211127	2015-12-15
ORCHID ORTHOPEDIC SOLUTIONS, LLC	Cobalt chrome forging of femoral knee implants and other components	Cobalt Chrome forging of femoral knee implants and other components	7168283	2007-01-30