

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI421310

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ORTHOPEDIATRICS CANADA ULC	06/14/2024
RECEIVING PARTY DATA	
Company Name:	MidCap Funding IV Trust
Street Address:	7255 Woodmont Ave., Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8029507
Patent Number:	7785326
Patent Number:	9814501
Patent Number:	9763710
Patent Number:	9877755
Application Number:	18044166
CORRESPONDENCE DATA	
Fax Number:	7036106200
<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:	7036106100
Email:	HLDCTMGroup@hoganlovells.com
Correspondent Name:	Greta D. Feldman
Address Line 1:	8350 Broad St. 17th Floor
Address Line 4:	Tysons,, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	036639.000195
NAME OF SUBMITTER:	MICHAEL BOWMAN
SIGNATURE:	MICHAEL BOWMAN
DATE SIGNED:	08/10/2024
Total Attachments: 9	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated June 14, 2024 is made by **ORTHOPEDIATRICS CANADA ULC**, as Grantor (the "**Grantor**"), in favour of **MIDCAP FUNDING IV TRUST**, in its capacity as administrative agent for itself and the Lenders under the Credit Agreement (defined below) (in such capacity, the "**Agent**").

WHEREAS, pursuant to Credit, Security and Guaranty Agreement dated December 29, 2023 among, *inter alios*, OrthoPediatrics Corp., a Delaware corporation, OrthoPediatrics US Distribution Corp., a Delaware corporation, Vilex In Tennessee, Inc., a Tennessee corporation, Orthex, LLC, a Florida limited liability company, Telos Partners, LLC, a Colorado limited liability company, MD OrthoPediatrics, Inc., an Iowa corporation, MD International, Inc., an Iowa corporation, OrthoPediatrics GP LLC, a Delaware limited liability company, OrthoPediatrics US L.P., a Delaware limited partnership, OrthoPediatrics Iowa Holdco, Inc., a Delaware corporation, Medtech Concepts LLC, a Delaware limited liability company, and any additional borrower added to the Credit Agreement (defined below) from time to time (each individually a "**Borrower**" and collectively, the "**Borrowers**"), the Grantor and the other guarantors from time to time party hereto, as guarantors, the Lenders party thereto from time to time and the Agent (as amended up to the date hereof and as it may at any time or from time to time, be further amended, restated, amended and restated, supplemented, replaced or otherwise modified, the "**Credit Agreement**");

AND WHEREAS the Grantor has granted to the Agent, as security for the Obligations (as such term is defined in the Credit Agreement) (the "**Obligations**"), a security interest in, among other property, certain intellectual property of the Grantor, pursuant to a Canadian Security Agreement dated June 14, 2024, between the Grantor and the Agent (the "**Security Agreement**");

AND WHEREAS the Grantor has agreed to execute this IP Security Agreement for recording with the Canadian Intellectual Property Office ("**CIPO**"), the United States Patent and Trademark Office ("**USPTO**"), the United States Copyright Office ("**USCO**"), or any similar office in any other jurisdiction, as applicable;

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

SECTION 1. Grant of Security. To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property, whether now owned or hereafter created, acquired or held, including but not limited to those set forth in Schedule A hereto, as such schedule may be amended, restated or otherwise modified from time to time (collectively, the "**IP Collateral**").

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement and under the Security Agreement secures the full and prompt payment when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) and performance of the Obligations.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein and in the Security Agreement with CIPO, USPTO, USCO or any similar office in any other jurisdiction, as applicable. The Grantor authorizes and requests that this IP Security Agreement be recorded by the Registrar or other similar official with CIPO, USPTO, USCO or any similar office in any other jurisdiction, as applicable.

SECTION 4. Execution in Counterparts. This IP 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the Credit Agreement and the Security Agreement, among other documents. The Grantor does hereby acknowledge and confirm that each of the grant of the security interest hereunder and under the Security Agreement and the rights and remedies of the Agent with respect to the IP Collateral, are more fully set forth in the Credit Agreement, the Security Agreement and such other documents as may be entered into in connection therewith from time to time. The terms and provisions of the Credit Agreement and the Security Agreement are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

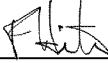
SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, this IP Security Agreement has been executed by the parties as of the date first written above.

GRANTOR:

ORTHOPEDIATRICS CANADA ULC


By:  _____
Name: Fred Hite
Title: CFO

AGENT:


MIDCAP FUNDING IV TRUST











By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule A

Credit Party that is Owner of IP	Name / Identifier of IP	Type of IP (e.g., patent, TM, ©, mask work)	Registration/Publication or Application Number	Filing Date/Expiration Date
OrthoPediatics Canada ULC	FASSIER-DUVAL TELESCOPIC INTRA-MEDULLARY SYSTEM	TM-US	3505330 (registered)	9/23/2008
OrthoPediatics Canada ULC	THE HINGE PEDIATRIC PLATING SYSTEM	TM-US	4064889 (registered)	11/29/2011
OrthoPediatics Canada ULC	 Hinge Plate	TM-US	3969044 (registered)	5/31/2011
OrthoPediatics Canada ULC	FASSIER-DUVAL TELESCOPIC INTRA-MEDULLARY SYSTEM	TM-EUROPE	5136577 (registered)	5/18/2007
OrthoPediatics Canada ULC	FASSIER-DUVAL TELESCOPIC INTRA-MEDULLARY SYSTEM	TM-BRAZIL	828461864 (registered)	5/20/2008
OrthoPediatics Canada ULC	FASSIER-DUVAL TELESCOPIC INTRA-MEDULLARY SYSTEM	TM-UK	UK00905136577 (registered)	5/18/2007
OrthoPediatics Canada ULC	PEGA MEDICAL	TM-CANADA	TMA1090423 (registered)/ *1858035 (Application No.)	12/23/2020
OrthoPediatics Canada ULC	PEGA MEDICAL	TM-US	5553365 (registered)	9/4/2018
OrthoPediatics Canada ULC	PEGA MEDICAL	TM-EUROPE	17224593 (registered)	2/26/2018
OrthoPediatics	PEGA MEDICAL	TM-UK	UK00917224593	2/26/2018

Canada ULC			(registered)	
OrthoPediatrics Canada ULC		TM- CANADA	TMA1050687 (registered) *1858036 (Application No.)	8/22/2019
OrthoPediatrics Canada ULC		TM-US	5553366 (registered)	9/4/2018
OrthoPediatrics Canada ULC		TM- EUROPE	17224643 (registered)	2/26/2018
OrthoPediatrics Canada ULC		TM-UK	UK00917224643 (registered)	2/26/2018
OrthoPediatrics Canada ULC	THE FREE GLIDING SCFE SCREW SYSTEM	TM-US	5548857 (registered)	8/28/2018
OrthoPediatrics Canada ULC	The Free Gliding SCFE Screw System	TM- EUROPE	17227216 (registered)	1/12/2018
OrthoPediatrics Canada ULC.	The Free Gliding SCFE Screw System	TM-UK	UK00917227216 (registered)	1/12/2018
OrthoPediatrics Canada ULC		TM-US	5549089 (registered)	8/28/2018
OrthoPediatrics Canada ULC		TM- EUROPE	17227241 (registered)	1/11/2018
OrthoPediatrics Canada ULC		TM-UK	UK00917227241 (registered)	1/11/2018
OrthoPediatrics Canada ULC		TM- EUROPE	17889682 (registered)	9/7/2018
OrthoPediatrics Canada ULC		TM-US	5707893 (registered)	3/26/2019
OrthoPediatrics Canada ULC		TM-UK	UK00917889682 (registered)	9/7/2018
OrthoPediatrics Canada ULC	LOLLIPOP	TM-US	5580548 (registered)	10/9/2018
OrthoPediatrics Canada ULC	LOLLIPOP	TM- EUROPE	17866463 (registered)	7/6/2018

OrthoPediatrics Canada ULC	LOLLIPOP	TM-UK	UK00917866463 (registered)	7/6/2018
OrthoPediatrics Canada ULC	GIRO	TM-US	7177383 (registered)	9/26/2023
OrthoPediatrics Canada ULC	Orthopedic Method for Correcting Angular Bone Deformity	PATENT- U.S.	US 8,029,507	12/27/2024
OrthoPediatrics Canada ULC	System for Intramedullary Rod Fixation	PATENT- U.S.	US 7,785,326	3/21/2029
OrthoPediatrics Canada ULC	Cannulated Telescopic Femoral Neck Screw Device and Related Fixation Method	PATENT- Canada	CA 2,897,122/ *13/750,881 (Application No.)	1/24/2034
OrthoPediatrics Canada ULC	Cannulated Telescopic Femoral Neck Screw Device and Related Fixation Method	PATENT- U.S.	US 9,814,501	1/25/2033
OrthoPediatrics Canada ULC	Systems and methods for correcting a rotational bone deformity	PATENT- Canada	CA 2,938,635/ *14/172,598 (Application No.)	2/4/2035
OrthoPediatrics Canada ULC	Modular Proximal Femoral Osteotomy Blade- Plate Assembly And Related Fixation Method	PATENT- Canada	CA 2,960,304 *14/480,077 (Application No.)	9/8/2035
OrthoPediatrics Canada ULC	Modular Proximal Femoral Osteotomy Blade- Plate Assembly And Related Fixation Method	PATENT- Australia	AU 2015316132	9/8/2035
OrthoPediatrics Canada ULC	Orthopedic Method for Correcting Angular Bone Deformity	PATENT- United States	US 8,029,507	12/27/2024
OrthoPediatrics Canada ULC	System for Intramedullary Rod Fixation and	PATENT- United States	US 7,785,326	3/21/2029

	Method Therefor			
OrthoPediatrics Canada ULC	Cannulated Telescopic Femoral Neck Screw Device and Related Fixation Method	PATENT- Switzerland	EP 2948080	1/24/2034
OrthoPediatrics Canada ULC	Cannulated Telescopic Femoral Neck Screw Device and Related Fixation Method	PATENT- Germany	EP 2948080	1/24/2034
OrthoPediatrics Canada ULC	Cannulated Telescopic Femoral Neck Screw Device and Related Fixation Method	PATENT- France	EP 2948080	1/24/2034
OrthoPediatrics Canada ULC	Cannulated Telescopic Femoral Neck Screw Device and Related Fixation Method	PATENT- United Kingdom	EP 2948080	1/24/2034
OrthoPediatrics Canada ULC	Cannulated Telescopic Femoral Neck Screw Device and Related Fixation Method	PATENT- Sweden	SE 2948080	1/24/2034
OrthoPediatrics Canada ULC	Modular Proximal Femoral Osteotomy Blade- Plate Assembly and Related Fixation Method	PATENT- Switzerland	EP 3191001	9/8/2035
OrthoPediatrics Canada ULC	Modular Proximal Femoral Osteotomy Blade- Plate Assembly and Related Fixation Method	PATENT- Germany	DE 60 2015 041 347.4	9/8/2035
OrthoPediatrics Canada ULC	Modular Proximal Femoral Osteotomy Blade- Plate Assembly and Related Fixation Method	PATENT- Spain	EP 3191001	9/8/2035
OrthoPediatrics	Modular Proximal	PATENT-	EP 3191001	9/8/2035

Canada ULC	Femoral Osteotomy Blade-Plate Assembly and Related Fixation Method	France		
OrthoPediatics Canada ULC	Modular Proximal Femoral Osteotomy Blade-Plate Assembly and Related Fixation Method	PATENT-United Kingdom	EP 3191001	9/8/2035
OrthoPediatics Canada ULC	Modular Proximal Femoral Osteotomy Blade-Plate Assembly and Related Fixation Method	PATENT-Italy	EP 3191001	9/8/2035
OrthoPediatics Canada ULC.	Modular Proximal Femoral Osteotomy Blade-Plate Assembly and Related Fixation Method	PATENT-United States	US 9,763,710	12/7/2035
OrthoPediatics Canada ULC	System and Method for Altering Growth of Bones-Canada	PATENT-Canada	3,191,838 (patent application)	9/3/2021
OrthoPediatics Canada ULC	System and Method for Altering Growth of Bones-United States	PATENT-United States	18/044,166 (patent application)	9/3/2021
OrthoPediatics Canada ULC	System and Method for Altering Growth of Bones-Europe	PATENT-Europe	EP 21 863 165.3 (patent application)	9/3/2021
OrthoPediatics Canada ULC	Orthopedic Apparatus For Correcting Rotational Bone Deformities And Method For Using The Orthopedic Apparatus	PATENT-United States	US 9,877,755	11/3/2034