OP \$190.00 2718289

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM611611

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Life Sciences, LLC		11/24/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Western Alliance Bank
Street Address:	4370 La Jolla Village Drive, Suite 305
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92122
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2718289	ARTIMPLANT
Registration Number:	2688758	
Registration Number:	2834246	ARTELON
Registration Number:	5957175	FLEXIBLE HEALING
Registration Number:	6114293	FLEXBAND
Registration Number:	6114291	FLEXPATCH
Serial Number:	88199984	DYNAMIC MATRIX

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1295499 TM

NAME OF SUBMITTER: David Hackett

SIGNATURE:	/David Hackett/
DATE SIGNED:	12/01/2020
Total Attachments: 7 source=Trademark Filing#page2.tif source=Trademark Filing#page3.tif source=Trademark Filing#page4.tif source=Trademark Filing#page5.tif source=Trademark Filing#page6.tif source=Trademark Filing#page7.tif	
source=Trademark Filing#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 24, 2020 by and among **WESTERN ALLIANCE BANK**, an Arizona corporation having an office located at 4370 La Jolla Village Drive, Suite 305, San Diego, CA 92122, ("Bank") and INTERNATIONAL LIFE SCIENCES, LLC, a Delaware limited liability company ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank, a security interest in certain Copyrights, Trademarks and Patents (as each term is defined below) to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, the parties hereto agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), whether now existing or hereinafter acquired or developed, including, without limitation, the following:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, now or hereafter existing, created, acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, now or hereafter existing, created, acquired or held, including without limitation those set forth on <u>Exhibit C</u> attached hereto (collectively, the "**Trademarks**");

- (f) Any and all claims for damages by way of past, present and future infringements 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;
- (g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include, among others, all registered Copyrights, Patents and Trademarks of Grantor on the date hereof and hereby covenants to promptly provide updates to such Exhibits to the Bank as and when applicable pursuant to the terms of the Loan Agreement.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Balance of Page Intentionally Left Blank]

WEST\285209685.2

be duly executed by its officers thereunto duly a	uthorized as of the first date written above.
GRANTOR:	
Address of Grantor:	INTERNATIONAL LIFE SCIENCES, LLC
International Life Sciences, LLC 2150 NW Parkway SE, Suite G Marietta, GA 30067 Attn: Jeff Byrne, CFO EMAIL: jeff.byrne@artelon.com	By: Sall Sall Sall Sall Sall Sall Sall Sal
Address of Bank:	WESTERN ALLIANCE BANK

Bridge Bank, a division of Western Alliance Bank 105 South Mangum Street, Suite 200

EMAIL: lauren.cosentino@bridgebank.com

Durham, NC 27701 Attn: Lauren Cosentino

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to

TRADEMARK REEL: 007119 FRAME: 0256

By:______Name:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.		
GRANTOR:		
Address of Grantor:	INTERNATIONAL LIFE SCIENCES, LLC	
International Life Sciences, LLC	By:	
2150 NW Parkway SE, Suite G Marietta, GA 30067 Attn: Jeff Byrne, CFO	Name:Title:	
EMAIL: jeff.byrne@artelon.com	BANK:	
Address of Bank:	WESTERN ALLIANCE BANK	

Bridge Bank, a division of Western Alliance Bank

EMAIL: lauren.cosentino@bridgebank.com

105 South Mangum Street, Suite 200

Durham, NC 27701 Attn: Lauren Cosentino

TRADEMARK
REEL: 007119 FRAME: 0257

EXHIBIT A

Copyrights

<u>Description</u> <u>Registration Number</u> <u>Registration Date</u>

None

EXHIBIT B

Patents

US Patents

- 1. Implant for Implantation in Humans or Animals Comprising Flexible Thread-Shaped Elementsl; Patent No: 6,626,942; Issued September 30, 2003
- 2. Method for Preparing an Open Porous Polymer Material and an Open Porous Polymer Material; Patent No: 7,425,288; Issued September 16, 2008

WEST\285209685.2

EXHIBIT C Trademarks

US Trademarks

1. DYNAMIC MATRIX; SN: 88199984; Filed: November 19, 2018

2. ARTIMPLANT; RN: 2,718,289; Registered: May 27, 2003

3. RN: 2,688,758; Registered: February 18, 2003

7

4. ARTELON; RN: 2,834,246; Registered: April 24, 2004

5. FLEXIBLE HEALING; RN: 5957175; Registered January 7, 2020

6. FLEXBAND; RN: 6114293; Registered July 28, 2020

7. FLEXPATCH; RN: 6114291; Registered July 28, 2020

Canada Trademark

1. ARTELON, RN: TMA735915; Registered March 6, 2009

European Union Trademarks

1. ARTELON; RN: 2328953; Registered April 15, 2003

Sweden Trademark

RN: 356,293; Registered: June 14, 2002



Madrid Protocol Trademarks

1. ARTELON; RN: 773,541; Registered December 13, 2001; Subsequently Registered: September 23, 2003

WEST\285209685.2

RECORDED: 12/01/2020