

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLUE BELT TECHNOLOGIES, INC.		10/28/2014	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	CAPITAL ROYALTY PARTNERS II L.P.
Street Address:	1000 Main Street
Internal Address:	Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" L.P.
Street Address:	1000 Main Street
Internal Address:	Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.
Street Address:	1000 Main Street
Internal Address:	Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85015427	NAVIO
Serial Number:	85019100	B
Serial Number:	85015425	BBT
Serial Number:	85015426	BLUE BELT TECHNOLOGIES

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85015429	PFS
Serial Number:	85764794	STRIDE

CORRESPONDENCE DATA

Fax Number: 4152687522

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: 415-268-7000

Email: ksamia@mofo.com

Correspondent Name: Lynn M. Humphreys

Address Line 1: 425 Market Street

Address Line 2: Morrison & Foerster LLP

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 67478-82

NAME OF SUBMITTER: Lynn M. Humphreys

SIGNATURE: /LMH/

DATE SIGNED: 10/29/2014

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, BLUE BELT TECHNOLOGIES, INC., a Pennsylvania corporation (“*Grantor*”), is party to that certain Security Agreement, dated as of October 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among Grantor, the Guarantors party thereto, CAPITAL ROYALTY PARTNERS II L.P., CAPITAL ROYALTY PARTNERS II – PARALLEL FUND “A” L.P. AND PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P. (collectively, and including their successors and assigns, the “*Lenders*” and each, a “*Lender*”) and CAPITAL ROYALTY PARTNERS II L.P., as control agent for the Secured Parties (in such capacity, the “*Control Agent*” and, together with the Lenders, the “*Secured Parties*” and each, a “*Secured Party*”), pursuant to which Grantor has granted in favor of Secured Parties a lien on all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement;

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

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby pledges and grants to the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under:

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the day and year first above written.

BLUE BELT TECHNOLOGIES, INC., as Grantor

By 

Name: Eric Timko

Title: President and Chief Executive Officer

Schedule A
to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

Assigned Matters	Matter Type	Title	Serial Number	Filing Date	Status
U.S. 6,711,431	UTILITY PATENT	NON-IMAGING, COMPUTER ASSISTED NAVIGATION SYSTEM FOR HIP REPLACEMENT SURGERY	10/75,796	13-Feb-02	Issued
U.S. 5,880,976	UTILITY PATENT	APPARATUS AND METHOD FOR FACILITATING THE IMPLANTATION OF ARTIFICIAL COMPONENTS IN JOINTS	08/803993	21-Feb-97	Issued
U.S. 6,205,411	UTILITY PATENT	COMPUTER-ASSISTED SURGERY PLANNER AND INTRA-OPERATIVE GUIDANCE SYSTEM		21-Feb-97	Issued
Assigned Matters	Matter Type	Title	Serial Number	Filing Date	Status
U.S. 6,757,582**	UTILITY PATENT	METHODS AND SYSTEMS TO CONTROL A SHAPING TOOL	10/427,093	3-May-02	Issued
European Application	UTILITY PATENT	METHODS AND SYSTEMS TO CONTROL A SHAPING TOOL	03726590.7		Pending
Serial Number	Matter Type	Title	Serial Number	Filing Date	Status
3507.001US1	TRADEMARK	NAVIO	85015427	16-Apr-10	Allowed
3507.002US1	TRADEMARK	B LOGO (Stylized)	85019100	21-Apr-10	Allowed
3507.003US1	TRADEMARK	BBT	85015425	16-Apr-10	Allowed
3507.004US1	TRADEMARK	BLUE BELT TECHNOLOGIES	85015426	16-Apr-10	Allowed
3507.005US1	TRADEMARK	PPS	85015429	16-Apr-10	Pending
3507.018US1	TRADEMARK	NAVISAU	85547805	21-Feb-12	Allowed
3507.019US1	TRADEMARK	STRIDE	85764794	26-Oct-12	Pending
3507.006US1	UTILITY PATENT	ATTACHMENT MECHANISM	13092886	22-Apr-11	Pending
3507.006WO1	UTILITY PATENT	ATTACHMENT MECHANISM	PCTUS2011033682	22-Apr-11	Pending
3507.007US1	UTILITY PATENT	RECONFIGURABLE NAVIGATED SURGICAL TOOL TRACKER	13092486	22-Apr-11	Pending
3507.007WO1	UTILITY PATENT	RECONFIGURABLE NAVIGATED SURGICAL TOOL TRACKER	PCTUS2011033594	22-Apr-11	Pending

3507.009US1	UTILITY PATENT	NAVIGATED FREEHAND SURGICAL TOOL AND KIT	13092851	22-Apr-11	Pending
3507.009WO1	UTILITY PATENT	NAVIGATED FREEHAND SURGICAL TOOL AND KIT	PCT/US2011033657	22-Apr-11	Pending
3507.010US1	TRADEMARK	HANDHELD INTELLIGENCE			Filed
3507.011US1	TRADEMARK	FREEHAND SCULPTING			Filed
3507.012US1	TRADEMARK	NAVIOPES			Filed
3507.013US1	DESIGN PATENT	TOOL SHIELD	29349737	28-Nov-12	Allowed
N/A	UTILITY PATENT	METHOD AND APPARATUS FOR INTRAOPERATIVE CARDIAC TISSUE INJECTION	PCT/US 20120016339/ 13182406	13-Jul-11	Pending
3507.014US1	UTILITY PATENT	STABILIZERS FOR SURGICAL TOOLS	PCT/US 20120123418/ 13296882	15-Nov-11	Pending
National Phase Applications		FILING DATE		National Phase Applications No.	
PCT/US2011/033682	UTILITY PATENT	ATTACHMENT MECHANISM	22-Apr-11	CA: 2797076, EU: 2011772823 Japan: 2013503354	
PCT/US2011/033594	UTILITY PATENT	RECONFIGURABLE NAVIGATED SURGICAL TOOL TRACKER	22-Apr-11	CA: 2797116, EU: 2011772770 Japan: 2013503325	
PCT/US2011/033657	UTILITY PATENT	NAVIGATED FREEHAND SURGICAL TOOL AND KIT	22-Apr-11	CA: 2797072, EU: 2011772810 Japan: 2013503349	

1. License Agreement, dated as of June 20, 2011, between Carnegie Mellon University, a Pennsylvania non-for-profit corporation and Blue Belt Technologies, Inc., as amended by that certain Amendment No. 1 to License Agreement, dated March 19, 2013.**

** denotes material Intellectual Property

**Schedule B
to Patent and Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

See Schedule A.