

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555250

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Intellectual Property Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MISONIX OPCO, INC.		12/26/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 GROVE STREET, SUITE 2-200		
<b>City:</b>	NEWTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2812718	MISONIX	
<b>Registration Number:</b>	3373435	SONICONE	
<b>Registration Number:</b>	3775329	SONASTAR	
<b>Registration Number:</b>	3583091	OSTEOSCULPT	
<b>Registration Number:</b>	4715865	BONESCALPEL	
<b>Registration Number:</b>	4506761	SONICONE PLUS	
<b>Registration Number:</b>	5281793	BETTER MATTERS	
<b>Registration Number:</b>	5281796	MISONIX BETTER MATTERS	
<b>Registration Number:</b>	5162349	SONICVAC	
<b>Registration Number:</b>	5391329	MISONIX	
<b>Registration Number:</b>	1082387	SONURGY	
<b>Registration Number:</b>	1136653	FIBRA-SONICS	
<b>Registration Number:</b>	1197145	ASTRAMAX	
<b>Registration Number:</b>	1195124	MYSTAIRE	
<b>Serial Number:</b>	87518119	NEXUS	
<b>Serial Number:</b>	88458797	NEXUS	
<b>Serial Number:</b>	88458830	NEXUS	
<b>Serial Number:</b>	88458987	NEXUS	
<b>Serial Number:</b>	88708790	NEXUS	

OP \$540.00 2812718

Property Type	Number	Word Mark
Serial Number:	88708890	NEXUS
Serial Number:	88709046	NEXUS

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512  
*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:** 202-370-4756  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Jay daSilva  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1169723 TM C
<b>NAME OF SUBMITTER:</b>	Sarah Mackin
<b>SIGNATURE:</b>	/Sarah Mackin/
<b>DATE SIGNED:</b>	12/30/2019

**Total Attachments: 13**

- source=Closing Copy - F06b. Intellectual Property Security Agreement (Misonix) - Misonix (LMA)(Dec 2019)#page1.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 26, 2019 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **MISONIX OPCO, INC.**, a New York corporation, with its principal place of business located at 1938 New Highway, Farmingdale, New York 11735 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **MISONIX, INC.**, a Delaware corporation, and **SOLSYS MEDICAL, LLC**, a Delaware limited liability company (jointly and severally, individually and collectively "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower 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 Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank, 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"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works 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, Patents, or Mask Works; 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

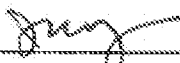
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

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:

MISONIX OPCO, INC.

By: 

Title: CFO

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

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:

MISONIX OPCO, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: *Samuel H. Lee*

Title: *Director*

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT B

Patents

Issued Patents (United States)

<b>Patent Number</b>	<b>Description of Invention</b>
6,492,762	Ultrasonic transducer, transducer array, and fabrication method
6,787,974	Ultrasound transducer unit and planar ultrasound lens
6,461,314	Intrabody hifu applicator
6,454,730	Thermal film ultrasonic dose indicator
6,799,729	Ultrasonic cleaning & atomized probe
6,379,371	Flat ultrasonic bone cutting blade with liquid cooling
6,443,969	Flat ultrasonic bone cutting blade with liquid cooling
6,736,814	Ultrasonic probe with bipolar cautery
7,776,027	Ultrasonic probe with motion-responsive power shut-off
8,444,629	Ultrasonic probe with motion-responsive power shut-off
9,775,666	Automatic interruption stopping of us waveform
6,648,839	Ultrasonic probe with bipolar or monopolar cautery
7,442,168	Ergonomic handpiece with vibration damping
6,902,536	Ultrasonic probe with width- adjustable cautery applicator
7,223,267	Ultrasonic probe with detachable cautery forceps
7,717,913	Ultrasonic probe with width- adjustable cautery applicator
7,931,611	Ultrasonic debridement probe
8,343,178	Ultrasonic blunt blade method
8,814,870	Hook-shaped ultrasonic cutting blade
9,119,658	Hook-shaped ultrasonic cutting blade
8,025,672	Ultrasonic debridement probe with healing mode

8,430,897	Ultrasonic debridement probe with scalloped head
9,693,792	Probe w active pain sup.
8,353,912	Ultrasonic discectomy method and tool
8,659,208	Digital waveform generator
9,070,856	Digital waveform generator
8,109,925	Ultrasonic breast fibroid treatment
9,636,187	Surgical shield
8,698,377	Composite ultrasonic imaging and treatment transducer
9,517,053	Composite ultrasonic imaging and treatment transducer
D627,463	Debrider with scoop head
8,690,783	HIFU probe with focusing lens
10,039,566	HIFU probe with focusing lens
8,894,673	Ultrasonic osteotome especially for skull and spine
9,421,028	Ultrasonic osteotome especially for skull and spine
D700,327	Ultrasonic osteotome design 1
D715,434	Ultrasonic osteotome design 2
D715,936	Ultrasonic osteotome design 3
D715,435	Ultrasonic osteotome design 4
D715,436	Ultrasonic osteotome design 5
D680,218	Bone-cutting blade with single serrated edge (design)
D667,117	Bone-cutting blade with two serrated edges (design)
D644,326	Debrider head with 2 scoops
D699,839	Surgical shield
10,076,349	Ultrasonic drill
D685,087	Laparoscopic cannula with distal end offset or window
D741,481	Hook blade with serrations
10,206,704	spine surgery methods
9,211,137	Ultrasonic probe with irrigant outlets in probe shank
9,387,005	Flat blade with large shallow recess(es) for coolant
9,788,852	Large shallow recesses in flats of blade serving as reservoirs
9,320,528	Ultrasonic blade with micro-pores for coolant conduction
10,219,822	Ultrasonic blade with micro-pores for coolant conduction

10,182,837	Reinforced sheath connector for use with bent probes
9,622,766	Probe with head traversing window in deflectable sheath
10,117,666	end-of-life indicator, embedded plastic or ceramic
9,949,751	Ultrasonic debridement probe head with rake-like teeth
10,092,741	Monitoring nerves, blood vessels during ultrasonic surgery
9,872,697	High Efficiency Wound Debridement Probe
	Biofilm prevention & multiple spaced section ports
10,092,308	Biofilm prevention/reduction
10,117,666	ULTRASONIC INSTRUMENT AND METHOD USING SAME
D408,529	CANNULA FOR ULTRASONIC PROBE
10,299,809	METHOD FOR REDUCING BIOFILM FORMATION
8,430,897	ULTRASONIC WOUND DEBRIDER PROBE AND METHOD OF USE
9,119,658	HOOK SHAPED ULTRASONIC CUTTING BLADE
5,306,261	Catheter with collapsible wire guide
5,371,429	Electromechanical transducer device
5,397,293	Ultrasonic device with sheath and transverse motion damping
5,419,761	Liposuction apparatus and associated method
5,443,456	Catheter with collapsible wire guide
5,465,468	Method of making an electromechanical transducer device
5,527,273	Ultrasonic lipectomy probe and method for manufacture
5,769,211	Medical handpiece with autoclavable switch
6,036,667	Ultrasonic dissection and coagulation system
6,146,674	Method and device for manufacturing hot dogs using high power ultrasound
6,270,471	Ultrasonic probe with isolated outer cannula
6,322,832	Manufacturing method and apparatus utilizing reusable deformable support
6,326,039	Skinless sausage or frankfurter manufacturing method and apparatus utilizing reusable deformable support
6,582,440	Non-clogging catheter for lithotripsy
6,613,056	Ultrasonic probe with low-friction bushings
D478,165	Cannula for ultrasonic probe
6,869,439	Ultrasonic dissector

Patent Applications (United States)

Patent Number	Description of Invention
16/032,813	Imaging elements on outer probe casing; therapy transducer inside + movable
16/116,255	Ultrasonic drill

16/268,198	spine surgery methods
13/930,148	Eccentric-head ultrasonic probe with vibration damping
15/423,234	Reinforced sheath connector for use with bent probes
15/936,785	Ultrasonic probe with end-of-life indicator
14/264,705	Light source on handpiece: induction power, removable
16/126,649	Monitoring nerves, blood vessels during ultrasonic surgery
14/795,667	Probe with meltable plastic part as end-of-life indicator
15/873,607	Debrider w/Cup-shaped Head w/Serrated Rim
14/938,280	Bone stimulation to promote healing
16/269,229	Biofilm prevention/reduction
16/126,737	Biofilm prevention/reduction
14/939,668	Minimally invasive ultrasonic surgery for spine and orthopedic procedures
15/147,323	Probe grounded to reduce leakage
15/221,271	Removal of biofilm from prostheses & tools
15/664,663	Reduction in electrical interference
15/450,818	METHOD OF REDUCING OR REMOVING BIOFILM
16/243,816	Robotic Surgery, Constant Speed, Voltage Feed
62/660,625	Drill w/applied force interruption, liquid thru tip
16/169,569	Fluid Handling Assembly & Tube Set
13/307,691	ULTRASONIC SURGICAL INSTRUMENT, ASSOCIATED SURGICAL METHOD AND RELATED MANUFACTURING METHOD
16/392,244	ULTRASONIC SURGICAL INSTRUMENT, ASSOCIATED SURGICAL METHOD AND RELATED MANUFACTURING METHOD
11/371,708	Method for the treatment of peyronie's disease
13/838,247	Ultrasonic Treatment Method and Apparatus with Active Pain Suppression
13/411,839	PROTECTIVE SLEEVE AND ASSOCIATED SURGICAL METHOD
14/038,394	ULTRASONIC SURGICAL INSTRUMENT WITH DUAL END EFFECTOR
14/041,605	ULTRASONIC SURGICAL APPARATUS WITH POWER REDUCTION
11/158,883	Fluid containment apparatus for surgery and method of use
14/109,512	PROTECTIVE SLEEVE AND ASSOCIATED SURGICAL METHOD
14/109,417	PROTECTIVE SLEEVE AND ASSOCIATED SURGICAL METHOD
14/211,656	SHEATH COUPLING MEMBER AND ASSOCIATED INSTRUMENT ASSEMBLY
06/731,772	ULTRASONIC LITHOTRIPTOR PROBE
06/830,752	VENTED ULTRASONIC TRANSDUCER FOR SURGICAL HANDPIECE

07/228,475	ULTRASONIC DEVICE FOR APPLYING CAVITATION FORCES
07/632,679	ULTRASONIC DEVICE HAVING WIRE SHEATH
07/737,424	ULTRASONIC NEEDLE WITH SLEEVE THAT INCLUDES A BAFFLE
07/737,425	APPARATUS FOR ELIMINATING AIR BUBBLES IN AN ULTRASONIC SURGICAL
08/226,610	DISCRIMINATION OF MALICIOUS CHANGES TO DIGITAL INFORMATION USING MULTIPLE SIGNATURES
08/319,677	NEEDLE FOR ULTRASONIC SURGICAL PROBE
08/319,727	NEEDLE FOR ULTRASONIC SURGICAL PROBE
08/371,145	BUBBLE CONTROL DEVICE FOR AN ULTRASONIC SURGICAL PROBE
08/736,968	MAGNETIC BALL VALVE AND CONTROL MODULE
09/109,617	ULTRASONIC PROBE WITH ISOLATED AND TEFLON COATED OUTER CANNULA
09/632,060	ELECTRICAL CONNECTOR
10/137,470	Device and method for ultrasonic tissue excision with tissue selectivity
11/511,870	Ultrasonic debrider probe and method of use
12/125,622	Ultrasonic Dissector
29/081,180	CANNULA FOR ULTRASONIC PROBE
29/092,122	HANDPIECE HOUSING FOR ULTRASONIC THERAPY

EXHIBIT C

Trademarks

Country	Mark	Application No.	Registration No.	Application Date	Issue Date
US	MISONIX	76500292	2,812,718	3/25/2003	2/10/2004
EUROPE	MISONIX	12143533	4,479,036	6/8/2005	4/5/2015
JAPAN	MISONIX	2005-67630	5,069,488	7/22/2005	8/10/2007
US	SonicOne	76647416	3,373,435	9/26/2005	2/22/2008
US	SONASTAR	77410974	3,775,329	3/3/2008	4/13/2010
US	OSTEOSCULPT	77529601	3,583,091	7/23/2008	3/3/2009
US	BONESCALPEL	86374807	4,715,865	8/22/14	4/7/2015
US	SONICONE PLUS	85778417	4,506,761	11/13/12	4/1/2014
US	BETTER MATTERS	86/756,216	5,281,793	9/14/15	9/5/2017
US	MISONIX BETTER MATTERS	86/757,542	5,281,796	9/15/15	9/5/2017
US	SONICVAC	86/849,744	5,162,349	12/15/15	3/14/2017
US	nexUS (PENDING)	87/518,119		7/6/2017	
US	MISONIX	87/517,998	5,391,329	7/6/2017	1/30/2018
US	NEXUS	88/458,797	None	6/4/2019	None
US	NEXUS	88/458,830	None	6/4/2019	None
US	NEXUS	88/458,987	None	6/4/2019	None
US	(Design Only)	88/708,790	None	11/27/2019	None
US	(Design Only)	88/708,890	None	11/27/2019	None
US	NEXUS	88/709,046	None	11/27/2019	None
US	SONURGY	73/128,805	1,082,387	5/27/1980	6/8/1982
US	FIBRA-SONICS	73/205,280	1,136,653	5/27/1980	6/8/1982
US	ASTRAMAX	73/263,560	1,197,145	5/27/1980	6/8/1982
US	MYSTAIRE	73/325,805	1,195,124	5/27/1980	6/8/1982

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.