

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGRITY IMPLANTS, INC.		12/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	150 South Almaden Blvd.		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5403389	BIONEST	
Registration Number:	5205928	FLAREHAWK	
Serial Number:	88226780	TORO	
Serial Number:	87942709	TRIPLE TAIL	
Serial Number:	87157242	GOLIATH	
Serial Number:	87157129	LINESIDER	
Serial Number:	87853275	PERISCOPE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	12/31/2019		

OP \$190.00 5403389

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 31, 2019 by and between **INTEGRITY IMPLANTS INC.**, a Delaware corporation (“**Grantor**”) and **HERITAGE BANK OF COMMERCE**, a California corporation (“**Bank**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor 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 and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding intent-to-use trademark applications until such time as the Grantor has filed an amendment alleging use pursuant to 15 U.S.C. §1051(c) or filed a verified statement of use pursuant to 15 U.S.C. §1051(d)) , including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.


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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

354 Hiatt Drive
Palm Beach Gardens, FL 33418
Attn: General Counsel

INTEGRITY IMPLANTS INC.

By: 

Print Name: Chris Walsh

Title: Chief Executive Officer

Address of Bank:

150 South Almaden Blvd.
San Jose, California 95113
FAX: (408) 947-6910

HERITAGE BANK OF COMMERCE

By: 

Print Name: KARLA SCHRADER

Title: V

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Title	Patent Number / Patent Appl. Number
Lateroverteally-expanding fusion cage systems	10,383,743
Expandable trial with telescopic stabilizers	10,322,014
Rigid intervertebral scaffolding	10,149,773
Access assembly for anterior and lateral spinal procedures	10,080,592
Access assembly for anterior and lateral spinal procedures	10,058,350
Intervertebral scaffolding with stabilized lateroverteal expansion	9,999,517
Method of distracting an intervertebral space	9,913,736
Stabilized lateroverteally-expanding fusion cage systems with tensioner	9,883,953
Access assembly for anterior and lateral spinal procedures	9,463,052
Stabilized, lateroverteally-expanding fusion cage systems	9,402,733
Trajectory guidance device and system for surgical instruments	15/313,463
Expandable fusion device with independent expansion systems	16/290,428
System for distracting and measuring an intervertebral space	16/403,576
Stabilized lateroverteally-expanding fusion cage systems with tensioner	16/334,486
Surgical biologics delivery system and related methods	16/113,040
Angled, rigid intervertebral scaffolding	16/169,049
Access assembly for anterior and lateral spinal procedures	16/113,646
Stabilized, 4 beam intervertebral scaffolding system	15/979,873
Lateroverteally-expanding fusion cage systems	15/832,463
Trajectory guidance device and system for surgical instruments	15/313,463
Intervertebral scaffolding with stabilized lateroverteal expansion	15/194,463
Bone graft distribution system	13/815,787
Intervertebral scaffolding system	14/157,504
Staged lateroverteal expansion	16/444,888
Expandable scaffolding with a rigid, central beam	16/527,294
Staged bilaterally expandable distractor	14/164,158
Staged, bilaterally expandable distractor	14/480,416
Stabilized intervertebral scaffolding systems	14/600,617
Expandable intervertebral fusion device	15/867,162
Expandable intervertebral fusion device	16/219,814
Robotic surgical instrument system	16/258,517
Guiding the trajectory of a second surgical device	16/258,529
Length adjustable modular screw system	16/018,942
Surgical guidance device and system for insertion thereof	62/783,054
Surgical device for insertion of guide wire and pedicle screw	62/783,007
Bone graft cartridge and bone graft delivery system	62/782,927
Dynamic expanding pathway cannula	62/897,750
Spinal orientation system	62/885,412
Spinal orientation system	62/889,758
[Trajectory guidance device and system for surgical instruments]	62/059,455

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Date / Registration Date</u>
TORO	88226780		December 12, 2018
BIONEST	87434759	5403389	February 13, 2018
TRIPLE TAIL	87942709		May 31, 2018
GOLIATH	87157242		August 31, 2016
LINESIDER	87157129		August 31, 2016
PERISCOPE	87853275		March 28, 2018
FLAREHAWK	86930759	5205928	May 16, 2017