CH \$665.00 43488

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM587780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RTI Surgical, Inc.		07/20/2020	Corporation: DELAWARE
Pioneer Surgical Technology, Inc.		07/20/2020	Corporation: DELAWARE
Tutogen Medical (United States), Inc.		07/20/2020	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Security Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4348889	BIOADAPT
Registration Number:	2779739	BIOCLEANSE
Registration Number:	3514116	BIOSET
Registration Number:	3441947	BTB SELECT
Registration Number:	3898676	CANCELLE SP
Registration Number:	3898677	CANCELLE SP
Registration Number:	3983204	RTI BIOLOGICS
Registration Number:	3953197	RTI BIOLOGICS
Registration Number:	3991575	RTI BIOLOGICS
Registration Number:	5043537	STRIDES
Registration Number:	4828563	RTI SURGICAL
Registration Number:	4742729	RTI SURGICAL
Registration Number:	4892940	BIOREADY
Registration Number:	5314555	CORTIVA
Registration Number:	5062426	MATRIX HD
Registration Number:	2409722	OSTEOFIL
		TRADEMARK

TRADEMARK

REEL: 007004 FRAME: 0625

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Property Type	Number	Word Mark
Registration Number:	2405341	REGENAFIL
Registration Number:	2485743	REGENAFORM
Registration Number:	5046366	DESIGNED BY NATURE, SUPPORTED BY SCIENCE
Registration Number:	4718138	ALLOWEDGE
Registration Number:	4736681	ALLOWEDGE
Registration Number:	4718141	ALLOWEDGE
Registration Number:	2900124	STERLING
Registration Number:	2355867	TUTOGEN MEDICAL
Registration Number:	4793193	TUTOMESH
Registration Number:	4793194	TUTOPATCH

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: 312-577-8574

Email: humberto.aquino@katten.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337285-00160
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	07/21/2020

Total Attachments: 17

source=Kings - Executed IP Security Agreement#page1.tif source=Kings - Executed IP Security Agreement#page2.tif source=Kings - Executed IP Security Agreement#page3.tif source=Kings - Executed IP Security Agreement#page4.tif source=Kings - Executed IP Security Agreement#page5.tif source=Kings - Executed IP Security Agreement#page6.tif source=Kings - Executed IP Security Agreement#page7.tif source=Kings - Executed IP Security Agreement#page8.tif source=Kings - Executed IP Security Agreement#page9.tif source=Kings - Executed IP Security Agreement#page10.tif source=Kings - Executed IP Security Agreement#page11.tif source=Kings - Executed IP Security Agreement#page12.tif source=Kings - Executed IP Security Agreement#page13.tif source=Kings - Executed IP Security Agreement#page14.tif source=Kings - Executed IP Security Agreement#page15.tif source=Kings - Executed IP Security Agreement#page16.tif source=Kings - Executed IP Security Agreement#page17.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 20, 2020, (this "Agreement"), by RTI Surgical, Inc., a Delaware corporation, Tutogen Medical (United States), Inc., a Florida corporation and Pioneer Surgical Technology, Inc., a Delaware corporation (each, a "Grantor") in favor of ARES CAPITAL CORPORATION ("Ares"), as security agent (in such capacities, the "Security Agent") for the Secured Parties.

Reference is hereby made to the Pledge and Security Agreement dated as of July 20, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among ARDI TOPCO LTD., a Delaware corporation ("Parent (Biologics)"), U.S. METALS TOPCO LTD., a Delaware corporation ("Parent (Metals)" and, together with Parent (Biologics), the "Parent Entities"), ARDI BIDCO LTD., a Delaware corporation ("Company (Biologics)"), U.S. METALS BIDCO LTD., a Delaware corporation ("Company (Metals)" and, together with Company (Biologics), the "Company Entities"), each of the other entities listed on the signature pages thereto or that become party thereto pursuant to Clause 31 of the Facilities Agreement (as defined below) and the Security Agent, pursuant to which the Grantors have granted a security interest to the Security Agent in the IP Collateral (as defined below). The Lenders (as defined in the Facilities Agreement) have extended credit to the Borrowers (as defined in Facilities Agreement) subject to the terms and conditions set forth in the Senior Facilities Agreement, dated as of February 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), by and among, inter alios, the Parent Entities, the Company Entities, certain other Subsidiaries of the Company Entities party thereto from time to time, the Lenders party thereto from time to time, the Administrative Agent (as defined therein) and the Security Agent. Consistent with the Perfection Requirements, the Agreed Security Principles and the requirements set forth in Clause 31 of the Facilities Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

- SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.
- SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Security Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in and, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):
- A. all Trademarks, including the Trademark registrations and pending applications for Trademark registration in the United States Patent and Trademark Office listed on <u>Schedule I</u> hereto, including all goodwill of the business connected with the use and symbolized by any of the foregoing;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;

D. all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

E. all Proceeds of the foregoing, including all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

in each case to the extent the foregoing items constitute Collateral; <u>provided</u>, <u>however</u>, that immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Security Agreement, such Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets referred to in such definition, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. Security Agreement. The security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RTI SURGICAL, INC.

PIONEER SURGICAL TECHNOLOGY, INC. TUTOGEN MEDICAL (UNITED STATES), INC.

By: Name: Olivier Visa

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

ACCEPTED AND AGREED as of the date first above written:

ARES CAPITAL CORPORATION,

as Security Agent

Ву: _____

Name: Mark Affolter Title: Authorised Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
RTI Surgical, Inc.	4348889	BIOADAPT
RTI Surgical, Inc.	2779739	BIOCLEANSE
RTI Surgical, Inc.	3514116	BIOSET
RTI Surgical, Inc.	3441947	BTB SELECT
RTI Surgical, Inc.	3898676	CANCELLE SP
RTI Surgical, Inc.	3898677	CANCELLE SP
RTI Surgical, Inc.	3983204	RTI BIOLOGICS
RTI Surgical, Inc.	3953197	RTI BIOLOGICS
RTI Surgical, Inc.	3991575	RTI BIOLOGICS
RTI Surgical, Inc.	5043537	STRIDES
RTI Surgical, Inc.	4828563	*RTI SURGICAL
RTI Surgical, Inc.	4742729	*RTI SURGICAL
RTI Surgical, Inc.	4892940	BIOREADY
RTI Surgical, Inc.	5314555	CORTIVA
RTI Surgical, Inc.	5062426	MATRIX HD
RTI Surgical, Inc.	2409722	OSTEOFIL
RTI Surgical, Inc.	2405341	REGENAFIL
RTI Surgical, Inc.	2485743	REGENAFORM
RTI Surgical, Inc.	5046366	DESIGNED BY NATURE,
		SUPPORTED BY SCIENCE
RTI Surgical, Inc.	4718138	ALLOWEDGE
RTI Surgical, Inc.	4736681	ALLOWEDGE
RTI Surgical, Inc.	4718141	ALLOWEDGE
RTI Surgical, Inc.	2900124	STERLING
RTI Surgical, Inc. ¹	2355867	TUTOGEN MEDICAL
RTI Surgical, Inc.	4793193	TUTOMESH
RTI Surgical, Inc.	4793194	TUTOPATCH

TRADEMARK APPLICATIONS

None.

Schedule I to Intellectual Property Security Agreement

¹ As successor by merger to Tutogen Medical (United States), Inc.

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
Pioneer Surgical Technology, Inc.	6605091	SURGICAL CABLE ASSEMBLY AND METHOD
Pioneer Surgical Technology, Inc.	7207993	APPARATUS AND METHOD FOR REPAIRING THE FEMUR
Pioneer Surgical Technology, Inc.	7207994	CANNULATED BONE SCREW
Pioneer Surgical Technology, Inc.	8146329	METHOD OF PACKAGING A SURGICAL CABLE
Pioneer Surgical Technology, Inc.	8257367	SURGICAL CABLE TENSIONING APPARATUS AND METHOD
Pioneer Surgical Technology, Inc.	8623060	CANNULATED BONE SCREW
Pioneer Surgical Technology, Inc.	9216047	SURGICAL CABLE TENSIONING APPARATUS AND METHOD
Pioneer Surgical Technology, Inc.	10123831	BONE COMPRESSION DEVICE AND METHOD
RTI Surgical, Inc.	D583473	SET OF ORTHOPEDIC BONE BLOCK ASSEMBLIES
RTI Surgical, Inc.	D583054	SET OF ORTHOPEDIC BONE BLOCK ASSEMBLY
RTI Surgical, Inc.	D583055	ORTHOPEDIC BONE BLOCK ASSEMBLY
RTI Surgical, Inc.	D583056	ORTHOPEDIC BONE BLOCK ASSEMBLY
RTI Surgical, Inc.	D608891	SET OF ORTHOPEDIC BONE BLOCK ASSEMBLIES
RTI Surgical, Inc.	D604850	ORTHOPEDIC BONE BLOCK ASSEMBLY
RTI Surgical, Inc.	D625822	ORTHOPEDIC BONE BLOCK ASSEMBLY
RTI Surgical, Inc.	D583053	ORTHOPEDIC BONE BLOCK
RTI Surgical, Inc.	D605768	ORTHOPEDIC BONE BLOCK
RTI Surgical, Inc.	D619254	ORTHOPEDIC BONE BLOCK ASSEMBLY
RTI Surgical, Inc.	D630748	ORTHOPEDIC BONE BLOCK
RTI Surgical, Inc.	D630329	ORTHOPEDIC BONE BLOCK ASSEMBLY
RTI Surgical, Inc.	6699252	METHODS AND INSTRUMENTS FOR

Schedule II to Intellectual Property Security Agreement

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
		IMPROVED MENISCUS
		TRANSPLANTATION
RTI Surgical, Inc.	6984245	ANTERIOR IMPACTED
		BONE GRAFT AND
		DRIVER INSTRUMENTS
RTI Surgical, Inc.	7001430	MATRIX COMPOSITION
		FOR HUMAN
		GRAFTS/IMPLANTS
RTI Surgical, Inc.	7131994	MUSCLE-BASED
		GRAFTS/IMPLANTS
RTI Surgical, Inc.	7153518	PROCESSED SOFT TISSUE
		FOR TOPICAL OR
		INTERNAL APPLICATION
RTI Surgical, Inc.	7635371	ANTERIOR IMPACTED
		BONE GRAFT AND
		DRIVER INSTRUMENTS
RTI Surgical, Inc.	7648676	PROCESS AND APPARATUS
		FOR TREATING IMPLANTS
DELC : 1.1	7(5070)	COMPRISING SOFT TISSUE
RTI Surgical, Inc.	7658706	VASCULAR GRAFT
		STERILIZATION AND
DTIC : 1 I	7727278	DECELLULARIZATION SELECTIVING ASSEMBLED
RTI Surgical, Inc.	1121218	SELF FIXING ASSEMBLED BONE- TENDON-BONE
		GRAFT
RTI Surgical, Inc.	7763071	BONE BLOCK
K11 Suigicai, inc.	7703071	ASSEMBLIES AND THEIR
		USE IN ASSEMBLED
		BONE- TENDON-BONE
		GRAFTS
RTI Surgical, Inc.	7763072	INTERMEDIATE BONE
Terr burgiour, me.	7.020.2	BLOCK AND ITS USE IN
		BONE BLOCK ASSEMBLIES
		AND ASSEMBLED BONE-
		TENDON-BONE GRAFTS
RTI Surgical, Inc.	7776089	ASSEMBLED BONE-
		TENDON-BONE GRAFTS
RTI Surgical, Inc.	7824702	COMPOSITION FOR
3,		MAKING A BONE PASTE
RTI Surgical, Inc.	7883541	MUSCLE-BASED
3		GRAFTS/IMPLANTS
RTI Surgical, Inc.	8007533	PROGRESSIVE GRIP
		ASSEMBLED BONE-
		TENDON-BONE GRAFTS,
		METHODS OF MAKING,
		AND METHODS OF USE
RTI Surgical, Inc.	8092537	ANTERIOR IMPACTED
		BONE GRAFT AND
		DRIVER INSTRUMENTS

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK

REEL: 007004 FRAME: 0633

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
RTI Surgical, Inc.	8167943	MATERIALS AND METHODS FOR IMPROVED BONE TENDON BONE TRANSPLANTATION
RTI Surgical, Inc.	8394141	CONNECTIVE-TISSUE- BASED OR DERMAL- TISSUE-BASED GRAFTS/IMPLANTS
RTI Surgical, Inc.	8470038	ADJUSTABLE AND FIXED ASSEMBLED BONE- TENDON-BONE GRAFT
RTI Surgical, Inc.	8652503	BONE PASTE
RTI Surgical, Inc.	8747467	MUSCLE-BASED GRAFTS/IMPLANTS
RTI Surgical, Inc.	9398948	CONNECTIVE-TISSUE- BASED OR DERMAL- TISSUE-BASED GRAFTS/IMPLANTS
RTI Surgical, Inc.	9700584	OSTEOINDUCTIVE PUTTIES AND METHODS OF MAKING AND USING SUCH PUTTIES
RTI Surgical, Inc.	9707082	ASSEMBLED CARTILAGE REPAIR GRAFT
RTI Surgical, Inc.	9717586	ADJUSTABLE AND FIXED ASSEMBLED BONE- TENDON-BONE GRAFT
RTI Surgical, Inc.	10022472	CONNECTIVE-TISSUE- BASED OR DERMAL- TISSUE-BASED GRAFTS/IMPLANTS
RTI Surgical, Inc.	10314944	XENOGRAFT SOFT TISSUE IMPLANTS AND METHODS OF MAKING AND USING

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Pioneer Surgical Technology,	16164899	BONE COMPRESSION
Inc.		DEVICE AND METHOD
Pioneer Surgical Technology,	16454949	BONE PLATE SYSTEM
Inc.		
Pioneer Surgical Technology,	PCT/US19/39263	BONE PLATE SYSTEM
Inc.		
Pioneer Surgical Technology,	16680102	SURGICAL CABLE
Inc.		TENSIONER
RTI Surgical, Inc.	16036594	CONNECTIVE-TISSUE-

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK

REEL: 007004 FRAME: 0634

APPLICANT	APPLICATION NO.	DESCRIPTION
		BASED OR DERMAL-
		TISSUE-BASED
		GRAFTS/IMPLANTS
RTI Surgical, Inc.	15617234	OSTEOINDUCTIVE PUTTIES
_		AND METHODS OF
		MAKING AND USING SUCH
		PUTTIES
RTI Surgical, Inc.	15639890	SURGICAL IMPLANTS
		USEFUL IN ORTHOPEDIC
		SURGERY

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK

REEL: 007004 FRAME: 0635

SCHEDULE III
COPYRIGHTS
None.
COPYRIGHT APPLICATIONS

None.

EXHIBIT A

[FORM OF] INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this "IP Security Agreement Supplement"), by [●] ([each, a][the] "Grantor") ARES CAPITAL CORPORATION ("Ares"), as security agent (in such capacities, the "Security Agent") for the Secured Parties.

Reference is hereby made to the Pledge and Security Agreement dated as of July 20, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among ARDI TOPCO LTD., a Delaware corporation ("Parent (Biologics)"), U.S. METALS TOPCO LTD., a Delaware corporation ("Parent (Metals)"), ARDI BIDCO II LTD., a Delaware corporation ("Ardi II"), U.S. METALS BIDCO II LTD., a Delaware corporation ("Metals II" and, together with Ardi II, Parent (Biologics) and Parent (Metals), the "Parent Entities"), ARDI BIDCO LTD., a Delaware corporation ("Company (Biologics)"), U.S. METALS BIDCO LTD., a Delaware corporation ("Company (Metals)" and, together with Company (Biologics), the "Company Entities"), each of the other entities listed on the signature pages thereto or that become party thereto pursuant to Clause 31 of the Facilities Agreement (as defined below) and the Security Agent, pursuant to which the Grantors have granted a security interest to the Security Agent in the IP Collateral (as defined below). The Lenders (as defined in the Facilities Agreement) have extended credit to the Borrowers (as defined in Facilities Agreement) subject to the terms and conditions set forth in the Senior Facilities Agreement, dated as of February 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), by and among, inter alios, the Parent Entities, the Company Entities, certain other Subsidiaries of the Company Entities party thereto from time to time, the Lenders party thereto from time to time, the Administrative Agent (as defined therein) and the Security Agent. Consistent with the Perfection Requirements, the Agreed Security Principles and the requirements set forth in Clause 31 of the Facilities Agreement and Section 4.03(c) of the Security Agreement, the [Grantor][Grantors] and the Security Agent have entered into that certain Intellectual Property Security Agreement, dated as of [•] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") which was recorded with the [United States Patent and Trademark Office] [United States Copyright Office] on [•], 20[•] at [Reel/Frame [●]][Volume [●], Document No. [●]]. Under the terms of the Security Agreement, [each][the] Grantor has granted to the Security Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Security Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, and to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor and regardless of where located (collectively, the "Additional IP Collateral"):

- A. all Trademarks, including the Trademark registrations and pending applications for Trademark registration in the United States Patent and Trademark Office listed on <u>Schedule I</u> hereto including all goodwill of the business connected with the use and symbolized by any of the foregoing;
- B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on <u>Schedule III</u>;
- D. all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- E. all Proceeds of the foregoing, including all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

in each case to the extent the foregoing items constitute Collateral; <u>provided</u>, <u>however</u>, that immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Security Agreement, such Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets referred to in such definition, as the case may be, as if such restriction or condition had never been in effect.

- SECTION 3. Security Agreement. The security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.
- SECTION 4. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed in accordance with, the laws of the State of New York.
- SECTION 5 Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

[•]	
Name: Title:	
THE.	

[Signature Page to IP Security Agreement Supplement]

ACCEPTED AND AGREED as of the date first above written:	
ARES CAPITAL CORPORATION, as Security Agent	
Ву:	
Name:	
Title:	

[Signature Page to IP Security Agreement Supplement]

TRADEMARK

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

Schedule III to Intellectual Property Security Agreement Supplement WEIL:\97347799\6\66477.0056 TRADEMARK **REEL: 007004 FRAME: 0643**

RECORDED: 07/21/2020