

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paragon 28, Inc.		11/19/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Zions Bancorporation, N.A.		
Doing Business As:	Vectra Bank Colorado		
Street Address:	2000 SOUTH COLORADO BLVD.		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80222		
Entity Type:	National Banking Association: COLORADO		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88283057	SILVERBACK	
Serial Number:	88283073	SILVERBACK P 28	
Serial Number:	88608883	AVITRAC	
Serial Number:	88483655	KEYSTONE	
Serial Number:	88554527	GRAPPLER	
Serial Number:	88554568	GRAPPLER P28	
Serial Number:	88608886	PARATROOPER	
Serial Number:	88608888	PARATROOPER	
Serial Number:	88692159	APEX 3D	
Serial Number:	88695797	PHANTOM ACTIVCORE	
Serial Number:	88695811	PHANTOM GHOST	
Serial Number:	88867461	JOUST BEAMING SCREW	
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:	7204777148		
Email:	eho@kofirm.com		

OP \$315.00 88283057

Correspondent Name: Elizabeth Ho
Address Line 1: Koenig, Oelsner, Taylor, Schoenfeld & Ga
Address Line 2: 999 18th Street, #1740
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Elizabeth Ho

SIGNATURE: /Elizabeth Ho/

DATE SIGNED: 11/20/2020

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of November 19, 2020, is made by Paragon 28, Inc., a Colorado corporation (“**Grantor**”), in favor of Zions Bancorporation, N.A., dba Vectra Bank Colorado (“**Lender**”).

RECITALS

WHEREAS, pursuant to the Amended and Restated Loan Agreement dated as of March 27, 2020 (as the same may amended, modified, extended, renewed, restated, or supplemented from time to time, the “**Loan Agreement**”), between the Grantor (as the “**Borrower**” thereunder) and Lender, Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by such Grantor’s copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations on the terms set forth in the Loan Documents, hereby grants to Lender a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Intellectual Property Collateral**”):

(a) **Copyrights.**

(i) all of its copyrights and registrations and applications for registration thereof, including, without limitation, those referred to on **Schedule 1A** hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(b) **Patents.**

(i) all of its registered patents and applications for registration thereof, including, without limitation, those referred to on **Schedule 1B** hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) **Trademarks.**

(i) all of its trademarks and registrations and applications for registration thereof, including, without limitation, those referred to on **Schedule 1C** hereto, except for any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Representation and Warranties. Grantor hereby represents and warrants that the trademarks, patents and copyrights listed opposite such Grantor's name on the schedules attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed

shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

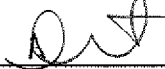
Section 7. Governing Law. This Agreement shall be delivered and accepted in and shall be deemed to be contracts made under and governed by the internal laws of the State of Colorado (but giving effect to federal laws applicable to national banks) applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

PARAGON 28, INC.

By: 

Name: Albert Da Costa

Title: CEO.

Accepted and agreed to by:

LENDER

ZIONS BANCORPORATION DBA
VECTRA BANK COLORADO

By: 
Name: Justin Carter
Title: Vice President

**SCHEDULE 1A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
REGISTERED COPYRIGHTS**

None.

**SCHEDULE 1B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS**

(See the attached.)

Title	Application No. Filing Date	Patent No. Issue Date
1 Charco-Resis Implant, Alignment Instrument, System And Method Of Use	61/599,604 02/16/2012	
2 Intramedullary Fixation Devices And Methods	61/793,212 3/15/2013	
3 Alignment Guide Apparatus, Method And System	16/450,505 06/24/2019	
4 Ligament Fixation System, Implants, Devices, and Methods of Use	16/134,236 09/18/2018	
5 Implants, Devices, Systems, Kits and Methods of Implanting	15/920,887 3/14/2018	
6 Osteotomy Systems, Devices and Methods	16/841,317 4/6/2020	
7 Bone Fixation System, Assembly, Implants, Devices, Insertion Guides, and Methods of Use	16/035,333 07/13/2018	
8 Alignment Guides, Cut Guides, Systems and Methods of Use and Assembly	16/516,857 07/19/2019	
9 Ligament Fixation System, Implants, and Devices with Compression Cap, and Methods of Use	16/512,807 07/16/2019	
10 Ligament Fixation System, Implants, Devices, and Methods of Use	16/517,295 07/19/2019	
11 Implant and Methods of Use and Assembly	16/519,270 7/23/2019	
12 Implant and Methods of Use and Assembly	16/562,414 9/5/2019	

Title	Application No. Filing Date	Patent No. Issue Date
13 Bone Fixation Assembly, Implants and Methods of Use	15/836,416 12/08/2017	
14 Dynamic Bone Plate and Method of Use	62/883,501 8/6/2019	
15 Soft Tissue Implant Systems, Instruments and Related Methods	62/883,429 8/6/2019	
16 Implant, Alignment Guide, System and Methods of Use	16/509,160 07/11/2019	
17 Guides, Instruments, Systems and Methods of Use	16/508,955 07/11/2019	
18 Tendon Retention Device	16/430,647 06/04/2019	
19 Implant and Related Methods	62/944,728 12/06/2019	
20 Alignment Guides, Bone Plates, Systems and Methods of Use	62/888,431 8/16/2019	
21 Patient Specific Instrumentation and Methods of Use	62/890,611 8/22/2019	
22 Bone Nail For The Heel	12/734,833 05/25/2010	9,375,241 06/28/2016
23 Implant Guides, Devices, Systems, and Methods of Use	62/899,520 9/12/2019	
24 Implant Guides, Devices, Systems, and Methods of Use	62/961,896 01/16/2020	

	Title	Application No. Filing Date	Patent No. Issue Date
25	Joint Replacement Alignment Guides, System And Methods Of Use And Assembly	62/899,703 9/12/2019	
26	Alignment Instruments And Methods For Use In Total Ankle Replacement	62/899,655 9/12/2019	
27	Joint Replacement Alignment Guides, Systems And Methods Of Use And Assembly	62/899,740 9/12/2019	
28	Resection Guides, Sweeping Reamers, And Methods For Use In Total Ankle Replacement	62/898,615 9/11/2019	
29	Distractors Having Attachable Paddles, Impaction Devices, And Methods For Use In Total Ankle Replacement	62/898,854 9/11/2019	
30	Trial Insert Assembly	62/899,646 9/12/2019	
31	Total Ankle Replacement Surgical Method	62/899,460 9/12/2019	
32	Dynamic Fixation Implant And Method Of Use	62/899,559 9/12/2019	
33	Instruments, Systems, and Methods of Using	62/936,164 11/15/2019	
34	Knotless Soft Tissue Implant Systems and Related Methods	62/968,765 01/31/2020	
35	Soft Tissue Implant Systems, Instruments, and Related Methods	63/034,066 06/03/2020	
36	Tibial Osteotomy System, Instruments, and Related Methods	63/011,737 4/17/2020	


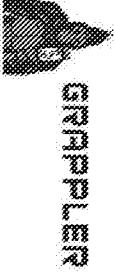
	Title	Application No. Filing Date	Patent No. Issue Date
37	Implants and Methods of Use, Assembly and Fabrication	63/037,284 06/10/2020	
38	Bone Wedge Insert	29/687,225 04/11/2019	D884,180 05/12/2020
39	Bone Wedge Insert	29/687,226 04/11/2019	
40	Wedge Insert	29/642,641 3/30/2018	D841,168 02/19/2019
41	Intramedullary Fastener	29/627,076 11/22/2017	
42	Bone Plate	29/649,990 06/04/2018	D849,948 05/29/2019
43	Hook Plate Jones	29/624,637 11/02/2017	D847,343 04/30/2019
44	Hook Plate Jones	29/685,684 03/29/2019	D875,940 02/18/2020
45	Retractor	29/634,153 1/18/2018	D859,653 09/10/2019
46	Clamp	29/634,151 1/18/2018	D884,169 05/12/2020
47	Bone Plate	29/653,726 6/18/2018	D857,899 08/27/2019
48	Bone Plate	29/656,227 7/11/2018	D874,003 01/28/2020

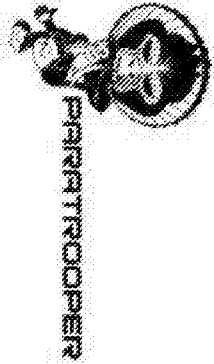
Title	Application No. Filing Date	Patent No. Issue Date
49 Cut Guide	29/655,887 7/9/2018	D865,173 10/29/2019
50 Cut Guide	29/710,821 10/25/2019	
51 Bone Plate	29/664,522 9/26/2018	D874,004 01/28/2020
52 Cut Guide	29/686,941 4/09/2019	
53 Cut Guide	29/686,943 4/09/2019	
54 Cut Guide	29/686,948 4/09/2019	
55 Bone Plate	29/696,604 6/28/2019	

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**SCHEDULE 1C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS**

(See the attached.)

	Mark	Serial No Filing Date	Registration No. Registration Date
1	SILVERBACK	88/283,057 1/30/2019	
2		88/283,073 1/30/2019	
3	-AVITRAC	88/608,883 09/09/2019	
4	KEYSTONE	88/483,655 06/21/2019	
5	GRAPPLER	88/554,527 07/31/2019	5,955,665 1/7/2020
6		88/554,568 07/31/2019	5,955,666 1/7/2020

	Mark	Serial No Filing Date	Registration No. Registration Date
7	PARATROOPER	88/608,886 09/09/2019	
8		88/608,888 09/09/2019	
9	APEX 3D	88/692,159 11/14/2019	
10	PHANTOM ACTIVCORE	88/695,797 11/18/2019	
11	PHANTOM GHOST	88/695,811 11/18/2019	
12	JOUST BEAMING SCREW	88/867,461 04/10/2020	