

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
OrthoPediatrics Corp.	09/30/2011

RECEIVING PARTY DATA

Name:	Squadron Capital LLC
Street Address:	18 Hartford Avenue
City:	Granby
State/Country:	CONNECTICUT
Postal Code:	06035

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	7517350
Patent Number:	7641677
Patent Number:	D635670
Application Number:	12390815
Application Number:	12390834
PCT Number:	US1024970
Application Number:	12777369
PCT Number:	US1135134
Application Number:	12265471
Application Number:	61155372
Application Number:	61232908
Application Number:	61260507
PCT Number:	US1025465
Application Number:	13217393
Application Number:	61002842

OP \$880.00 7517350

Application Number:	61010551
Application Number:	61072996
Application Number:	61104061
PCT Number:	US0883453
Application Number:	61151601
PCT Number:	US1023866
Application Number:	13201090

CORRESPONDENCE DATA

Fax Number: (312)207-6400
Phone: 312-207-1000
Email: ipdocket-chi@reedsmith.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Joel Schaidler
Address Line 1: 10 South Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Joel Schaidler
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Total Attachments: 11
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2010 by OrthoPediatrics Corp. (the "Grantor"), in favor of Squadron Capital LLC (the "Secured Party").

WHEREAS:

A. Reference is made to that certain Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), entered into by and between the Grantor and the Secured Party, which secures certain now existing and future arising obligations owing to the Secured Party.

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Secured Party this Agreement.

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Secured Party, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each United States patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions thereof;

2. each patent license, including, without limitation, each patent license listed on Schedule 1 annexed hereto; and

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement,

the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed in accordance with and governed by the internal substantive laws of the State of Illinois, without giving effect to the conflict of laws provisions thereof that would call for the application of the laws of any other jurisdiction. Each party hereby irrevocably submits, to the fullest extent permitted by applicable law, for itself and its property, to the exclusive jurisdiction of any federal or state court located in Chicago, Illinois and of the United States District Court for the Northern District of Illinois and any relevant appellate court, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, to the fullest extent permitted by applicable law, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

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The Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

ORTHOPEDIATRICS CORP.

By: _____

Name: Mark Throdahl

Title: President and Chief Executive Officer

Acknowledged:

SECURED PARTY:

SQUADRON CAPITAL LLC

By: _____

Name: David R. Pelizzon

Title: President

Signature Page to Patent Security Agreement

PATENT
REEL: 027166 FRAME: 0341

The Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

ORTHOPEDIATRICS CORP.

By: Mark C. Throdahl
Name: Mark Throdahl
Title: President and Chief Executive Officer

Acknowledged:

SECURED PARTY:

SQUADRON CAPITAL LLC

By: _____
Name: David R. Pelizzon
Title: President

Signature Page to Patent Security Agreement

**SCHEDULE 1
TO
PATENT SECURITY AGREEMENT**

Attachment to Schedule 3.11(a)

Issued Patents

	Title	Patent Number	Date of Patent	OP Product
1	CONVERTIBLE THREADED COMPRESSION DEVICE	US 7,517,350	April 14, 2009	Scwire®
2	COMPRESSION BONE FRAGMENT WIRE	US 7,641,677	January 5, 2010	Scwire®
3	COMPRESSION BONE FRAGMENT WIRE	AU 2003290901	August 6, 2009	Scwire®
4	CAST REMOVAL DEVICE (Design)	US D635,670	April 5, 2011	QCR™

Attachment to Schedule 3.11(a)

Patent Applications

	Title	Patent Application Number	Date of Patent Application	OP Product(s)
1	BONE SCREW	US 12/390,815	February 23, 2009	Fully Threaded Screws
2	PEDIATRIC LONG BONE SUPPORT OR FIXATION PLATE	US 12/390,834	February 23, 2009	PediLoc®
3	PEDIATRIC LONG BONE SUPPORT OR FIXATION PLATE	PCT/US2010/024970 (in Mid-August 2011, OP sought to nationalize this PCT application in Europe, Australia, New Zealand, Brazil, S. Korea, Mexico and Canada)	February 23, 2010	PediLoc®
4	PEDIATRIC INTRAMEDULLARY NAIL	US 12/777,369	May 11, 2010	PediNail™
5	PEDIATRIC INTRAMEDULLARY NAIL	PCT/US2011/035134	May 4, 2011	PediNail™

Attachment to Schedule 3.11(a)

Patent Applications Cont'd

	Title	Patent Application Number	Date of Patent Application	OP Product
6	ROTATIONAL OSTEOTOMY PLATING SYSTEM	US 12/265,471	November 5, 2008	
7	TABLE FOR PLACEMENT OF A SPICA CAST	US 61/155,372	February 25, 2009	Modular Patient Platform
8	TABLE FOR PLACEMENT OF A SPICA CAST	US 61/232,908	August 11, 2009	Modular Patient Platform
9	TABLE FOR PLACEMENT OF A SPICA CAST	US 61/260,507	December 11, 2009	Modular Patient Platform
10	TABLE FOR PLACEMENT OF A SPICA CAST	PCT/US10/25465	February 25, 2010	Modular Patient Platform
11	TABLE FOR PLACEMENT OF A SPICA CAST (National Application in U.S. of PCT Application No. PCT/US10/25465)	US 13/217393	August 25, 2011	Modular Patient Platform

Attachment to Schedule 3.11(a)

Patent Applications Cont'd

	Title	Patent Application Number	Date of Patent Application	OP Product
12	CAST REMOVAL SYSTEM I	61/002,842	November 13, 2007	QCR™
13	CAST REMOVAL SYSTEM II	61/010,551	January 9, 2008	QCR™
14	CAST REMOVAL SYSTEM III	61/072,996	April 4, 2008	QCR™
15	CAST REMOVAL SYSTEM IV	61/104,061	October 9, 2008	QCR™
16	CAST REMOVAL SYSTEM	PCT/US2008/083453	November 13, 2008	QCR™
17	CAST REMOVAL SYSTEM (Regional Application in Europe of PCT Application No. PCT/US2008/083453)	EU 08849444.8	November 13, 2008	QCR™

Patent Applications Cont'd

	Title	Patent Application Number	Date of Patent Application	OP Product
18	CAST REMOVAL SYSTEM (National Application in U.S. of PCT Application No. PCT/US2008/083453)	US	November 13, 2008	QCR™
19	CAST REMOVAL SYSTEM (National Application in Canada of PCT Application No. PCT/US2008/083453)	Canada –Not Yet Known	November 13, 2008	QCR™
20	APPARATUS AND METHOD FOR REMOVING A CAST	US 61/151,601 (A PCT APPLICATION WAS SUBSEQUENTLY FILED (PCT/US10/23866) CONCERNING THIS PATENT	February 11, 2009	QCR™
21	CAST REMOVAL DEVICE	PCT/US10/23866 (THIS PCT APPLICATION WAS NATIONALIZED IN THE U.S. Via US 13/201090)	February 11, 2010	QCR™

Attachment to Schedule 3.11(a)

Attachment to Schedule 3.11(a)

Patent Applications Cont'd

	Title	Patent Application Number	Date of Patent Application	OP Product
22	CAST REMOVAL SYSTEM (National Application in U.S. of PCT Application No. PCT/US10/23866)	US 13/201090	August 11, 2011	QCR™