

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3013821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AMENDIA, INC.	09/05/2014
	OMNI ACQUISITION, INC.	09/05/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT	
<b>Street Address:</b>	3353 PEACHTREE ROAD N.E., NORTH TOWER	
<b>Internal Address:</b>	SUITE M-10	
<b>City:</b>	ATLANTA	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30326	
<b>PROPERTY NUMBERS Total: 60</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	8496709	
Patent Number:	8496693	
Patent Number:	8685096	
Patent Number:	D616546	
Application Number:	14242348	
Application Number:	14242310	
Application Number:	14191969	
Application Number:	13028310	
Application Number:	14059318	
Application Number:	13720525	
Application Number:	13430802	
Application Number:	12957965	
Application Number:	13225708	
Application Number:	13336871	
Application Number:	12338659	
Application Number:	12398111	
Application Number:	12822665	
Application Number:	14331959	
Application Number:	61942434	

PATENT

Property Type	Number
Application Number:	14161335
Application Number:	14259639
Application Number:	14259760
Application Number:	14145532
Application Number:	14156782
Application Number:	14199221
Application Number:	14199573
Application Number:	14220830
Application Number:	14260361
Application Number:	62018460
Application Number:	62022997
Application Number:	62020863
Application Number:	14466581
Application Number:	14448490
Application Number:	61858431
Patent Number:	8758416
Application Number:	14295571
Patent Number:	8382809
Patent Number:	8439923
Patent Number:	8496661
Patent Number:	8545500
Patent Number:	D623298
Patent Number:	D650481
Patent Number:	D674900
Patent Number:	D675736
Application Number:	13068186
Application Number:	13451648
Application Number:	13686632
Patent Number:	8414654
Patent Number:	8535388
Application Number:	13888655
Application Number:	13888640
Application Number:	13737020
Application Number:	13737043
PCT Number:	US2012021473
PCT Number:	US2012021476
Application Number:	13546430
PCT Number:	US2012046209
Patent Number:	8679189

**PATENT**

**REEL. 033696 FRAME. 0941**

Property Type	Number
Application Number:	14163712
PCT Number:	US1230644

#### CORRESPONDENCE DATA

**Fax Number:** (800)494-7512

*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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** JOANNA MCCALL

**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130

**Address Line 2:** NATIONAL CORPORATE RESEARCH, LTD.

**Address Line 4:** WASHINGTON, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F1515615
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<b>NAME OF SUBMITTER:</b>	ANDREW NASH
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<b>SIGNATURE:</b>	/ANDREW NASH/
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<b>DATE SIGNED:</b>	09/09/2014
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#### Total Attachments: 8

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## **PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”), dated as of September 8, 2014, is entered into by and among **AMENDIA, INC.**, a Georgia corporation (the “**Borrower**”), **OMNI ACQUISITION INC.**, a Georgia corporation (together with the Borrower, each individually, a “**Grantor**” and collectively, the “**Grantors**”) and **SILICON VALLEY BANK** (the “**Assignee**”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of September 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Guarantee and Collateral Agreement**”), among the Assignee, the Grantors and certain of the Borrower’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of September 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”), by and among the Borrower, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor’s right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Patents” means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor’s United States registrations and applications for registration for the Patents (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by each party hereto. Notwithstanding the foregoing, each Grantor authorizes the Assignee to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Patents in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

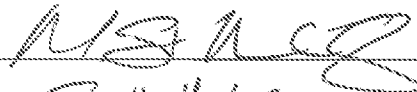
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**SILICON VALLEY BANK,**  
as Administrative Agent

By:   
Name: Scott McCarty  
Title: Director

Address of Assignee:

Silicon Valley Bank  
3353 Peachtree Road N.E., North Tower  
Suite M-10  
Atlanta, Georgia 30326

GRANTORS:

AMENDIA, INC.

By: 

Name: Gregory A. Simon

Title: CEO

OMNI ACQUISITION INC.

By: 

Name: Gregory A. Simon

Title: CEO

Address of Grantors:

c/o Amendia, Inc.

1755 West Oak Parkway

Marietta, GA 30062

## Patents

### Issued Patents and Pending Patent Applications of Amendia, Inc.

<b>PATENT</b>	<b>Applic/Pub/Patent Number</b>	<b>File/Publication/Issue Date</b>
Spinal Implant	8,496,709	7/30/2013
Bone screw retaining and removal system	8,496,693	7/30/2013
Lumbar fusion device	8,685,096	4/1/2014
INTERVERTEBRAL IMPLANT	D616546	5/25/2010
PERCUTANEOUS ARTHRODESIS METHOD AND SYSTEM	14/242348 (20140214165)	4/1/2014 (07/31/2014)
PERCUTANEOUS ARTHRODESIS METHOD AND SYSTEM	14/242310	4/1/2014
PERCUTANEOUS ARTHRODESIS METHOD AND SYSTEM	14/191969	2/27/2014
PERCUTANEOUS ARTHRODESIS METHOD AND SYSTEM	13/028,310 (20110230965)	02/16/2011 (09/22/2011)
DILATOR DELIVERED NERVE SHIELD	14/059318	10/21/2013
EXTENDED TAB BONE SCREW SYSTEM	13/720525	12/19/2012
PEDICLE DRILL GUIDE FOR SPINAL SURGERY	13/430802	3/27/2012
Bone screw system	12/957,965 (20120143260)	6/7/2012 (6/7/2012)
Spinal fusion system	13/225,708 (20130060336)	9/6/2011 (3/7/2013)
Transverse crosslink device	13/336,871 (20130165976)	12/23/2011 (6/27/2013)
Bone induction system and methods	12/338659 (20100159022)	6/24/2010 (12/18/2008)
Implant for mammalian bony segment stabilization	12/398111 (20100228296)	9/9/2010 (3/4/2009)
Method, system, and apparatus for mammalian bony segment stabilization	12/822665 (20110319893)	12/29/2011 (6/29/2010)
Method, system, and apparatus for mammalian bony segment stabilization	14/331959	7/15/2014
C1-C2 Fusion Device	61/942434	2/20/2014
Decorticating Surgical Instruments and Guidance Systems with Tactile Feedback	14/161335	1/22/2014



<b>PATENT</b>	<b>Applic/Pub/Patent Number</b>	<b>File/Publication/Issue Date</b>
A pedicle drill guide for spinal surgery	(2012030644)	(10/4/2012)
Improved Expandable Spinal Implant	14/259639	4/23/2014
Improved Expandable Spinal Implant	14/259760	4/23/2014
Improved Tunneling Device	14/145532	12/31/2013
Improved Othopedic Fastener	14/156782	1/16/2014
IMPROVED RETRACTOR DEVICE	14/199,221	03/06/2014
IMPROVED TAB BONE SCREW SYSTEM	14/199,573	03/06/2014
SPINAL ALIGNMENT CORRECTION SYSTEM AND METHODS OF USE	14/220,830	03/20/2014
SELF-LOCKING BONE SCREW RECEIVER	14/260,361	4/24/2014
IMPROVED SPINAL FUSION SYSTEM	62/018460	06/27/2014
ENDOSCOPIC PORTAL NERVE SHIELD ASSEMBLY	62/022997	07/10/2014
Bone Anchor Locking Device (Emerald)	62/020,863	07/03/2014
Bone Anchor Locking Device	14/466,581	08/22/2014
VERTICAL CUTTER AND METHOD OF USE	14/448,490	07/31/2014
Percutaneous Pedicle Screw Reversion System	61/858,431	7/25/2013
ODONTOID FRACTURE DYNAMIC COMPRESSION APPARATUS AND METHOD	12/971,181 8,758,416	12/17/2010 06/24/2014
ODONTOID FRACTURE DYNAMIC COMPRESSION APPARATUS AND METHOD	14/295571	06/04/2014

Issued Patents and Pending Patent Applications of Omni Acquisition Inc.

<b>PATENT</b>	<b>Application Number</b>	<b>Registration Number</b>
POLY-AXIAL PEDICLE SCRE IMPLEMENTS AND LOCK SCREW THEREFOR	8382809	2/26/2013
Poly-axial pedicle screw assembly	8439923	05/14/2013
SYSTEM AND METHOD FOR MICRO-INVASIVE TRANSFACET LUMBAR INTERBODY FUSION	8496661	7/30/2013
BONE FIXATION ASSEMBLY	8545500	10/1/2013
BONE FUSION DEVICE	D623298	9/7/2010
INTERVERTEBRAL BODY FUSION IMPLANT DEVICE	D650481	12/13/2011
INTERVERTEBRAL BODY FUSION IMPLANT DEVICE	D674900	1/22/2013
INTERVERTEBRAL BODY FUSION DEVICE	D675736	2/5/2013
Intervertebral body fusion implant device	13068186 (2012-0283834)	5/4/2011 (11/08/2012)
STABILIZATION ROD ASSEMBLY FOR SPINE FIXATION AND PROCESS OF MAKING SAME	13451648 (2013-0282061)	4/20/2012 (10/24/2013)
SPINE ROD CLAMPING BODY AND PEDICLE SCREW ASSEMBLY COMPRISING SAME	13686632 (2014-0148857)	11/27/2012 (05/29/2014)

Issued Patents and Pending Patent Applications Licensed to Amendia, Inc.

<b>Patents Licensed from Vivex Biomedical, Inc.</b>	<b>Application Number</b>	<b>File Date or Issue Date</b>
Bone implants and method of manufacture	8,414,654	4/9/2013
BONE GRAFT	8,535,388	9/17/2013
BONE GRAFT	13/888655	5/7/2013
BONE GRAFT	13/888640	5/7/2013
BONE IMPLANTS AND METHOD OF MANUFACTURE	13/737020	1/9/2013
BONE IMPLANTS AND METHOD OF MANUFACTURE	13/737043	1/9/2013
Bone Graft	PCT(2012021473)	(1/17/2012)
Bone Graft	EP 12701416.5	04/04/2014
Bone implants and method of manufacture	PCT(2012021476)	(5/30/2013)
Bone implants and method of manufacture	EP 12704570.6	04/04/2014
SPINAL IMPLANTS WITH STEM CELLS	13/546430	7/11/2012
SPINAL IMPLANTS WITH STEM CELLS	PCT/US12/46209	07/07/2012
SPINAL IMPLANTS WITH STEM CELLS	EP12811601.9	02/10/2014

<b>Patents Licensed from Vivex Biomedical, Inc.</b>	<b>Application Number</b>	<b>File Date or Issue Date</b>
Bone growth enhancing implant	8,679,189 (dn0209)	3/25/2014
MATERIAL MODIFICATION ASSEMBLY AND METHOD FOR USE IN THE MODIFICATION OF MATERIAL SUBSTRATES	14/163,712 (cip of dn0209)	01/24/2014