

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4672090

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
THE CENTER FOR ORTHOPEDIC AND RESEARCH EXCELLENCE, INC.	02/12/2016
PHYSICIAN NUTRITIONAL SOLUTIONS, LLC	02/12/2016
EXCELLENCE MANAGEMENT ARIZONA, LLC	02/12/2016
EXCELLENCE MANAGEMENT MICHIGAN, LLC	02/12/2016
CORE SPECIALTY SURGICAL HOLDINGS, LLC	02/12/2016
THE MOTION STORE, LLC	02/12/2016
VIRT2 HEALTH ANALYTICS, LLC	02/12/2016
EXCELLENCE NEUROLOGICAL HOLDINGS, LLC	02/12/2016
EXCELLENCE MICHIGAN MERGER SUB, LLC	02/12/2016
PHYSICIAN REAL ESTATE SOLUTIONS, LLC	02/12/2016
CENTER FOR ORTHOPEDIC RESEARCH AND EDUCATION, INC.	02/12/2016
THE PORRETТА CENTER FOR ORTHOPAEDIC SURGERY, PLLC	02/12/2016

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. SIX MILE ROAD
Internal Address:	MC 7512
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	15010636
Application Number:	15209099

CORRESPONDENCE DATA

Fax Number: (858)550-6420

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: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK
Address Line 1: C/O COOLEY LLP
Address Line 2: 4401 EASTGATE MALL
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 036703-1781 CORE

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 11/02/2017

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 12, 2016 by and between **COMERICA BANK** (“**Bank**”) and **The Center for Orthopedic and Research Excellence, Inc.**, a Delaware corporation (“**CORE**”) and each of the parties listed on Annex A attached hereto and each additional party added as a Borrower from time to time (each, including **CORE**, individually and collectively, jointly and severally, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that, as of the date hereof, Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

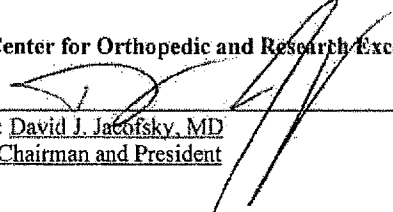
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantors:

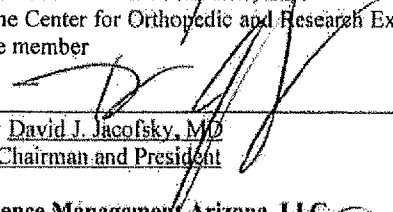
18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

The Center for Orthopedic and Research Excellence, Inc.

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

Physician Nutritional Solutions, LLC

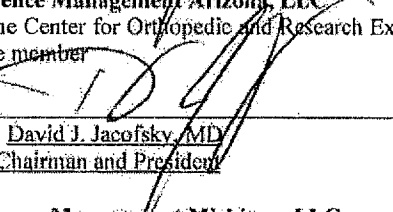
By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

Excellence Management Arizona, LLC

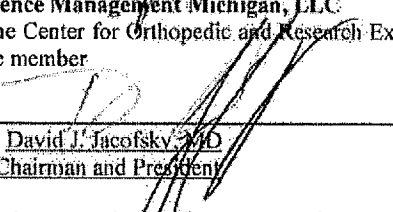
By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

Excellence Management Michigan, LLC

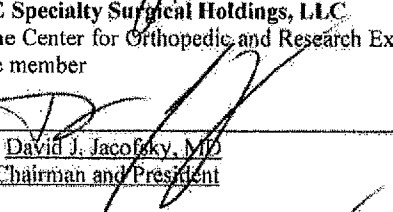
By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

CORE Specialty Surgical Holdings, LLC

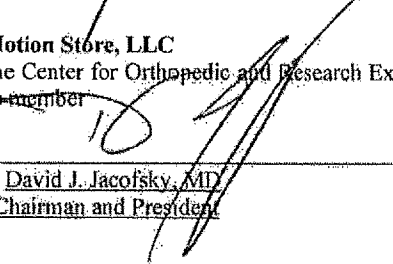
By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

The Motion Store, LLC

By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

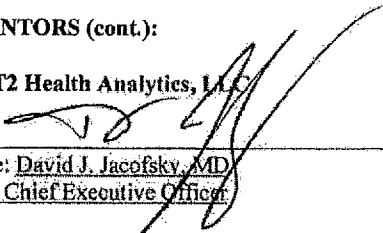
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GRANTORS (cont.):

VIRT2 Health Analytics, LLC

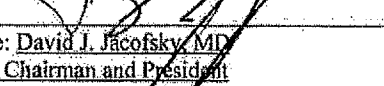
18444 25th Avenue
Phoenix, AZ 85023
Attn: Chief Executive Officer

By: 
Name: David J. Jacofsky, MD
Title: Chief Executive Officer

Excellence Neurological Holdings, LLC

By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

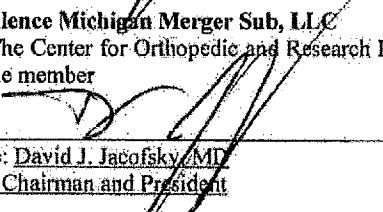
18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

Excellence Michigan Merger Sub, LLC

By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

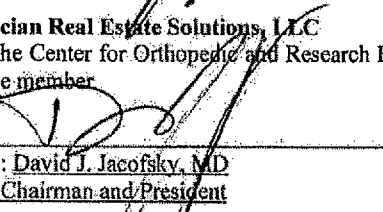
18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

Physician Real Estate Solutions, LLC

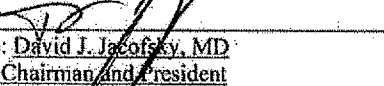
By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

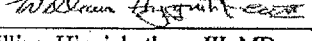
Center for Orthopedic Research and Education, Inc.

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

The Porretta Center for Orthopaedic Surgery, P.C.

22250 Providence Dr., Ste. 401
Southfield, MI 48075
Attn: President


By: 
Name: William Higginbotham, III, MD
Title: President

BANK:

Address of Bank:

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: 
Name: J.P. MICHAEL
Title: Senior Vice President

[Signature page to Intellectual Property Security Agreement]

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ANNEX A

The Center for Orthopedic and Research Excellence, Inc.

Physician Nutritional Solutions, LLC

Excellence Management Arizona, LLC

Excellence Management Michigan, LLC

CORE Specialty Surgical Holdings, LLC

The Motion Store, LLC

VIRT2 Health Analytics, LLC

Excellence Neurological Holdings, LLC

Excellence Michigan Merger Sub, LLC

Physician Real Estate Solutions, LLC

Center for Orthopedic Research and Education, Inc.

The Porretta Center for Orthopaedic Surgery, P.C.

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B**Patents**

Owner	Description	Patent / Application Number	Issue / Application Date
Center for Orthopedic Research and Education, Inc.	Spinal interbody spacer device and methods of using same	9,173,749	11/03/15
Center for Orthopedic Research and Education, Inc.	Spinal facet fixation device	9,072,561	07/07/15
Center for Orthopedic Research and Education, Inc.	Modular polyaxial pedicle screw system	8,926,669	01/06/15
Center for Orthopedic Research and Education, Inc.	Spinal interbody spacer device	8,556,976	10/15/13
Center for Orthopedic Research and Education, Inc.	Modular pedicle screw system	8,167,912	05/01/12
Center for Orthopedic Research and Education, Inc.	Placement tool for bone assembly, and systems and methods of using same	14/790,557	07/02/15
Center for Orthopedic Research and Education, Inc.	Graft tensioning device	12/784,701	05/21/10
Center for Orthopedic Research and Education, Inc.	Modular Pedicle Screw System	9,247,966	02/02/16
Center for Orthopedic Research and Education, Inc.	Method of providing DVT prophylactic therapy using a passive motion machine	14/192,016	02/27/14
Center for Orthopedic Research and Education, Inc.	Modular Pedicle Screw System	15/010,636	01/29/16
Center for Orthopedic Research and Education, Inc.	Graft tensioning methods	15/209,099	07/13/16

EXHIBIT C**Trademarks**

Owner	Description	Registration/ Serial Number	Registration/ Application Date
VIRT2 Health Analytics, LLC	VIRT2 HEALTH	86/496,067	01/06/15
The Center for Orthopedic and Research Excellence, Inc.	THE SPORTS NEUROLOGY CLINIC AT THE CORE INSTITUTE	86/803,400	10/29/15
The Center for Orthopedic and Research Excellence, Inc	THE KUTCHER INSTITUTE FOR SPORTS NEUROLOGY	86/803,417	10/29/15
The Center for Orthopedic and Research Excellence, Inc	NEUROSPORT	86/746,477	09/03/15
The Center for Orthopedic and Research Excellence, Inc	CORE TOTAL BRAIN HEALTH	86/746,465	09/03/15
The Center for Orthopedic and Research Excellence, Inc.	NEUROSPORT RESEARCH SOCIETY	86/746,456	09/03/15
The Center for Orthopedic and Research Excellence, Inc	CORE NEUROSPORT	86/746,451	09/03/15
The Center for Orthopedic and Research Excellence, Inc.	TOTAL BRAIN HEALTH	86/746,431	09/03/15
The Center for Orthopedic and Research Excellence, Inc.	THE NEUROSPORT CLINIC	86/746,427	09/03/15
The Center for Orthopedic and Research Excellence, Inc	NEUROSPORT AT THE CORE INSTITUTE	86/746,418	09/03/15
The Center for Orthopedic and Research Excellence, Inc	ATHLETIC BRAIN HEALTH	86/632,661	05/18/15
The Center for Orthopedic and Research Excellence, Inc	THE CORE INSTITUTE SPECIALTY HOSPITAL	4,792,087	08/11/15
The Center for Orthopedic and Research Excellence, Inc.	THE CORE INSTITUTE	86/491,252	12/29/14
The Center for Orthopedic and Research Excellence, Inc.	EXCELLENCE HEADQUARTERS EH	4,605,645	09/16/14

EXHIBIT C (cont.)**Trademarks**

Owner	Description	Registration/ Serial Number	Registration/ Application Date
The Center for Orthopedic and Research Excellence, Inc.	EH	4,605,644	09/16/14
The Center for Orthopedic and Research Excellence, Inc	EXCELLENCE HEADQUARTERS	4,604,912	09/16/14
The Center for Orthopedic and Research Excellence, Inc	THE MOTIONSTORE	4,577,559	07/29/14
The Center for Orthopedic and Research Excellence, Inc	CORE INK	4,275,619	01/15/13
The Center for Orthopedic and Research Excellence, Inc	THE CORE INSTITUTE CENTER FOR ORTHOPEDICRESEARCH AND EDUCATION	4,164,738	06/26/12
The Center for Orthopedic and Research Excellence, Inc	KEEP LIFE IN MOTION	3,327,351	10/30/07
The Center for Orthopedic and Research Excellence, Inc	THE CORE INSTITUTE	3,090,825	05/09/06
The Center for Orthopedic and Research Excellence, Inc	CORE-THE CENTER FOR ORTHOPEDIC RESEARCH AND EDUCATION	3,133,583	08/22/06
The Center for Orthopedic and Research Excellence, Inc	HOPCO	87/325,633	02/06/17
The Center for Orthopedic and Research Excellence, Inc	THE SPORTS NEUROLOGY CLINIC	87/056,932	06/01/16
The Center for Orthopedic and Research Excellence, Inc	EXCELLENCE INTEGRATED HEALTH	87/141,957	08/17/16