

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5097879

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SPINAL ELEMENTS, INC.	08/17/2018
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL, LP	
Street Address:	500 WEST MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 11		
Property Type	Number	
Application Number:	15694668	
Application Number:	15942680	
Application Number:	15608079	
Application Number:	15591550	
Application Number:	15585573	
Application Number:	15665774	
Application Number:	15602542	
Application Number:	29602768	
Application Number:	29632794	
Application Number:	15504581	
Application Number:	15508365	
CORRESPONDENCE DATA		
Fax Number:	(312)993-9767	
<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:	3128767708	
Email:	BETH.ARNOLD@LW.COM	
Correspondent Name:	ELIZABETH ARNOLD C/O LATHAM & WATKINS	
Address Line 1:	330 N. WABASH AVE.	
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Address Line 4:	CHICAGO, ILLINOIS 60611	

PATENT

NAME OF SUBMITTER:	ELIZABETH ARNOLD
SIGNATURE:	/s/ Elizabeth Arnold
DATE SIGNED:	08/17/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=Spinal Elements - Supplemental IP SA - Executed_102955200_1_0#page1.tif source=Spinal Elements - Supplemental IP SA - Executed_102955200_1_0#page2.tif source=Spinal Elements - Supplemental IP SA - Executed_102955200_1_0#page3.tif source=Spinal Elements - Supplemental IP SA - Executed_102955200_1_0#page4.tif source=Spinal Elements - Supplemental IP SA - Executed_102955200_1_0#page5.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 15, 2018, is made by Spinal Elements, Inc., a Delaware corporation ("**Grantor**"), in favor of Antares Capital LP ("**Antares Capital**"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 13, 2017 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of April 29, 2016 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
2. Grant of Security Interest in Patent 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 Secured Obligations of Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Patent Collateral**"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

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

(c) 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.

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

4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, 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 their Patents subject to a security interest hereunder.

5. Counterparts. This Patent Security 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. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

**SPINAL ELEMENTS, INC., a Delaware
corporation, as Grantor**

By: 

Name: Christopher Anderson

Title: Vice President

ACCEPTED AND AGREED
as of the date first written above:

ANTARES CAPITAL LP, as Agent

By: Heidi Rinehart

Name: Heidi Rinehart

Title: Duly Authorized Signatory

**SCHEDULE 1
TO
PATENT SECURITY AGREEMENT**

Patent Registration and Application Numbers

TITLE	APPLICATION NO.	REGISTRATION NO. / PUBLICATION NO.	OWNER/ASSIGNEE
Articulating Rod Inserter	15/694668	2017/0360486	Spinal Elements, Inc.
Implant and Method For Facet Immobilization	15/942680	N/A	Spinal Elements, Inc.
Expandable Interbody Device	15/608079	2017/0258605	Spinal Elements, Inc.
System and Method for Protecting Neurovascular Structures	15/591550	N/A	Spinal Elements, Inc.
Vertebral Facet Joint Prosthesis and Method of Fixation	15/585573	N/A	Spinal Elements, Inc.
Interbody Fusion Device	15/665774	2017/0325968	Spinal Elements, Inc.
Method of Using a Surgical Tissue Retractor	15/602542	9993238	Spinal Elements, Inc.
Interbody Bone Implant	29/602768	D810942	Spinal Elements, Inc.
Interbody Bone Implant	29/632794	N/A	Spinal Elements, Inc.
Retractor	15/504581	2017/0231614	Spinal Elements, Inc.
Flexible Fastening Band Connector	15/508365	2017-0281232	Spinal Elements, Inc.