

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5970129

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SPINAL ELEMENTS, INC.	01/21/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ANTARES CAPITAL LP, AS AGENT
<b>Street Address:</b>	500 W. MONROE STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8147529
Patent Number:	8231680
Patent Number:	8523917
Patent Number:	8679189
Patent Number:	8740951
Patent Number:	8920478
Patent Number:	9107704
Patent Number:	9693810
Patent Number:	D857900
Application Number:	16205736
Application Number:	16210497
Application Number:	16049503
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	3129932622
<b>Email:</b>	gayle.grocke@lw.com
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP
<b>Address Line 1:</b>	330 N. WABASH AVENUE
<b>Address Line 2:</b>	SUITE 2800

PATENT

<b>Address Line 4:</b> CHICAGO, ILLINOIS 60611	
<b>ATTORNEY DOCKET NUMBER:</b>	057354-0030
<b>NAME OF SUBMITTER:</b>	GAYLE D. GROCKE
<b>SIGNATURE:</b>	/gdg/
<b>DATE SIGNED:</b>	02/19/2020
<b>Total Attachments: 5</b> source=Spinal Elements - 1L Patent Security Agreement (Executed)#page1.tif source=Spinal Elements - 1L Patent Security Agreement (Executed)#page2.tif source=Spinal Elements - 1L Patent Security Agreement (Executed)#page3.tif source=Spinal Elements - 1L Patent Security Agreement (Executed)#page4.tif source=Spinal Elements - 1L Patent Security Agreement (Executed)#page5.tif	

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 21, 2020, 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; and

WHEREAS, Grantor is party 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**"), 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.

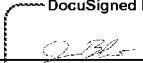
5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages 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: Jason Blain  
Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first written above:

**ANTARES CAPITAL LP**, as Agent

*Heidi Rinehart*

By: \_\_\_\_\_

Name: Heidi Rinehart

Title: Duly Authorized Signatory

**SCHEDULE 1  
TO  
PATENT SECURITY AGREEMENT**

**Patent Registration and Application Numbers**

<b>Owner</b>	<b>Title</b>	<b>Registration/ Application No.</b>
Spinal Elements, Inc.	Anterior cervical instrumentation systems, methods and devices	US8147529B2
Spinal Elements, Inc.	Anterior cervical instrumentation systems, methods and devices	US8231680B2
Spinal Elements, Inc.	Anterior cervical instrumentation systems, methods and devices	US8523917B2
Spinal Elements, Inc.	Bone growth enhancing implant	US8679189B1
Spinal Elements, Inc.	Anterior cervical instrumentation systems, methods and devices	US8740951B2
Spinal Elements, Inc.	Anterior cervical instrumentation systems, methods and devices	US8920478B2
Spinal Elements, Inc.	Anterior cervical instrumentation systems, methods and devices	US9107704B2
Spinal Elements, Inc.	Anterior cervical instrumentation systems, methods and devices	US9693810B2
Spinal Elements, Inc.	ORTHOPEDIC FASTENER	US20190090923A1
Spinal Elements, Inc.	VERTICAL CUTTER AND METHOD OF USE	US20190105062A1
Spinal Elements, Inc.	EXPANDABLE INTERBODY DEVICE	US20180333273A1
Spinal Elements, Inc.	Interbody bone implant	USD0857900S