

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LINVATEC Corporation		06/11/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street
Internal Address:	Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	2884861	10K
Registration Number:	3420330	24K
Registration Number:	2504988	ADVANTAGE
Registration Number:	3268893	BIO MINI REVO
Registration Number:	2753330	BIOSTINGER
Registration Number:	2481270	BIO STINGER
Registration Number:	2441536	BIOTWIST
Registration Number:	2660486	COOLFLEX
Registration Number:	3929063	DOUBLELATCH
Registration Number:	2789430	DRY-DOC
Registration Number:	2474840	E9000
Registration Number:	4210700	ECOFLOW
Registration Number:	2400782	ENDOPEARL

CH \$1540.00 2884861

Registration Number:	4283423	GENESYS CROSS FT
Registration Number:	2423912	GRAFIX
Registration Number:	2545992	GREAT WHITE
Registration Number:	2911504	GUILLOTINE
Registration Number:	2550586	HEATWAVE
Registration Number:	3680184	HEX FLEX
Registration Number:	3331534	HI-FI
Registration Number:	2825684	HORNET
Registration Number:	1830783	HYPERFLEX
Registration Number:	3502700	INTREX
Registration Number:	3412086	KATANA
Registration Number:	4195005	LIBERATOR PLUS
Registration Number:	2765332	LIGHTNING
Registration Number:	2977063	LIGHTWAVE
Registration Number:	2732797	LYNX
Registration Number:	3117619	MATRYX
Registration Number:	4218746	M-CLASS
Registration Number:	1851924	MERLIN
Registration Number:	2553012	MICROMITE
Registration Number:	3248219	MICROPOWER
Registration Number:	2349136	MICROXCISOR
Registration Number:	3386490	MPOWER
Registration Number:	3386504	MPOWER
Registration Number:	3673560	PALADIN
Registration Number:	3880771	POPLOK
Registration Number:	2443005	POWERPRO
Registration Number:	3825648	PRESTO
Registration Number:	2730453	PRIMECUT
Registration Number:	3659109	REACT
Registration Number:	3509490	SENTINEL
Registration Number:	3485705	SERIES 210
Registration Number:	2957429	SMARTGUARD
Registration Number:	2499297	STITCHPAK
Registration Number:	3743491	SUPER SHUTTLE
Registration Number:	2811213	SURECHARGE

	2513111	SUTURE TRAM
Registration Number:	3101358	THREVO
Registration Number:	2952231	TIGER
Registration Number:	2762314	TRIDENT
Registration Number:	2494931	ULTRABLATOR
Registration Number:	2707889	ULTRACUT
Registration Number:	2162402	ULTRAFIX
Registration Number:	2182910	ULTRAFIX RC
Registration Number:	4187791	XACTPIN
Registration Number:	3561599	XO BUTTON
Registration Number:	2691604	XTRALOK
Registration Number:	4176876	Y-KNOT
Registration Number:	3706033	ZEN

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-7149
Email: jnull@stblaw.com
Correspondent Name: Paul Rodriguez
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1530
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	06/27/2013

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 11, 2013, is made by LINVATEC CORPORATION, a Florida corporation, located at 11311 Concept Boulevard, Largo, FL 33773 (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of January 17, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Parent Borrower, the Foreign Subsidiary Borrowers from time to time parties thereto, the Lenders from time to time parties thereto, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Parent Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of August 28, 2002, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Third Amendment to the Guarantee and Collateral Agreement dated as of January 17, 2013, the Obligor confirms that the representations and warranties set forth in Section 4 of the Guarantee and Collateral Agreement are true and correct in all material respects and that no Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date after giving effect to the Amendment;

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in all of the Obligor's right, title and interest in, to and under the Trademark (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LINVATEC CORPORATION

By: 

Name: Heather L. Cohen, Esq.

Title: Executive Vice President, Human Resources,
Deputy General Counsel and Secretary

Date: 6/11/13

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005058 FRAME: 0166

ACKNOWLEDGMENT OF OBLIGOR

STATE OF *New York*)
) ss
COUNTY OF *Oneida*)

On the 11th day of June, 2013, before me personally came Heather L. Cohen, who is personally known to me to be the Executive Vice President, Human Resources, Deputy General Counsel and Secretary of LINVATEC CORPORATION, a Florida corporation; who, being duly sworn, did depose and say that she/he is the Executive Vice President, Human Resources, Deputy General Counsel and Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Michele A. Caiola
Notary Public

(PLACE STAMP AND SEAL ABOVE)

MICHELE A. CAIOLA
NOTARY PUBLIC-STATE OF NEW YORK
No. 31CA3088679
Appointed in Herkimer County
Commission Expires November 4, 2014

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: Juan Llamas
Title: Vice President III
Date: 6/11/2013

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005058 FRAME: 0168

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
COUNTY OF Orange)⁵⁸

On the 11th day of June, 2013, before me personally came Isabel A. Hudson, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Authorized Signer in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.



Notary Public ISABELA A. HUDSON
Notary Public, State Of New York
No. 011110072210
Qualified in Madison County
Commission Expires 4/1/13

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
10K	2884861
24K	3420330
ADVANTAGE	2504988
BIO MINI REVO	3268893
BIOSTINGER	2753330
BIOSTINGER (LOGO)	2481270
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M-CLASS	4218746
MERLIN	1851924
MICROMITE	2553012
MICROPOWER	3248219
MICROXCISOR	2349136
MPOWER	3386490
Mpower (logo)	3386504
PALADIN	3673560
POPLOK	3880771
POWERPRO	2443005
PRESTO	3825648
PRIMECUT	2730453
REACT	3659109
SENTINEL	3509490
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