

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309676

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Life Spine, Inc.		06/26/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86169780	OSTEO-LINK	
<b>Serial Number:</b>	86212167	CELL-LINK	
<b>Serial Number:</b>	86211917	AMNIO-LINK	
<b>Serial Number:</b>	86211967	LONG BOW	
<b>Serial Number:</b>	86281901	COMPEL	
<b>Serial Number:</b>	86280885	META-LINK	
<b>Serial Number:</b>	86280919	EXE-LINK	
<b>Registration Number:</b>	3103274	PILOT	
<b>Registration Number:</b>	3108813	ARX	
<b>Registration Number:</b>	3319682	CONQUEST	
<b>Registration Number:</b>	3302056	PROLIFT	
<b>Registration Number:</b>	3208556	GHOST	
<b>Registration Number:</b>	3249289	PLATEAU	
<b>Registration Number:</b>	3159396	LIFE SPINE	
<b>Registration Number:</b>	3674186	DYNA-LINK	
<b>Registration Number:</b>	3558579	DESIGNS FOR LIFE	
<b>Registration Number:</b>	3648289	SATURN	
<b>Registration Number:</b>	3484134	LYNX	
<b>Registration Number:</b>	3813205	FS3	
<b>Registration Number:</b>	3809692	AVATAR	
<b>TRADEMARK</b>			

CH \$815.00 86169780

Property Type	Number	Word Mark
Registration Number:	3955440	CENTRIC
Registration Number:	3809812	PRESIDIO
Registration Number:	3809813	SOLSTICE
Registration Number:	3852646	SOLSTICE
Registration Number:	2985956	KINETIC
Registration Number:	4027005	OCTAVE
Registration Number:	4144136	PRO-LINK
Registration Number:	4218839	NAUTILUS
Registration Number:	4219137	AILERON
Registration Number:	4444268	VANQUISH
Registration Number:	4512131	LOGIC
Registration Number:	4452555	IRIS

**CORRESPONDENCE DATA**

**Fax Number:** 2029068669

*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:** 202.906.8618

**Email:** ipmail@dykema.com

**Correspondent Name:** Eric T. Fingerhut

**Address Line 1:** 1300 I St., NW, Suite 300 West

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

**ATTORNEY DOCKET NUMBER:** 102889-0032

**NAME OF SUBMITTER:** Eric T. Fingerhut

**SIGNATURE:** /eric t. fingerhut/

**DATE SIGNED:** 07/03/2014

**Total Attachments: 8**

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**SHORT FORM  
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of June 26, 2014, is by LIFE SPINE, INC., a Delaware corporation (the "Grantor"), in favor of BMO HARRIS BANK N.A., a national banking association, for itself and its Subsidiaries and Affiliates (collectively, the "Grantee").

**WITNESSETH:**

WHEREAS, the Grantor has entered into that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the Grantee, pursuant to which the Grantee has agreed to make certain loans and other financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Grantee have entered into that certain General Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to enter into the Credit Agreement and to induce the Grantee to make extensions of credit to the Grantor pursuant to the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Security Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

Grantee as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark 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.

*[Remainder of page intentionally left blank; signature page follows]*

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

LIFE SPINE, INC.

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

Name: Michael S. Butler

Title: President

Acknowledged:

BMO HARRIS BANK N.A.

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

Name: Andre Bonakdar

Title: Director

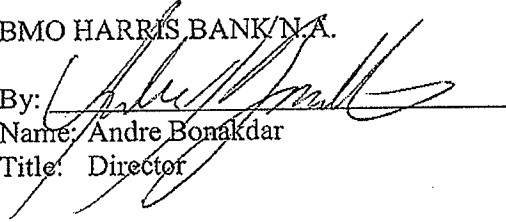
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIFE SPINE, INC.

By: \_\_\_\_\_  
Name: Michael S. Butler  
Title: President

Acknowledged:

BMO HARRIS BANK/N.A.

By:   
Name: Andre Bonakdar  
Title: Director

**SCHEDULE I  
TO  
SHORT FORM TRADEMARK SECURITY AGREEMENT**

<b>PENDING TRADEMARK APPLICATIONS</b>				
<b>Mark</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
Osteo-Link	1/20/2014	86/169,780	N/A	N/A
Cell-Link	3/5/2014	86/212,167	N/A	N/A
Amnio-Link	3/5/2014	86/211,917	N/A	N/A
Long Bow	3/5/2014	86/211,967	N/A	N/A
Compel	5/14/2014	86/281,901	N/A	N/A
Meta-Link	5/14/2014	86/280,885	N/A	N/A
Exe-Link	5/14/2014	86/280,919	N/A	N/A

<b>REGISTERED TRADEMARKS</b>				
<b>Mark</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
PILOT	11/30/2004	78/524,846	3,103,274	6/13/2006
ARX	11/30/2004	78/524,849	3,108,813	6/27/2006
NEO	11/30/2004	78/524,833	3,436,034	5/27/2008
CONQUEST	11/30/2004	78/524,841	3,319,682	10/23/2007
PROLIFT	4/5/2006	78/854,668	3,302,056	10/02/2007
GHOST	4/11/2006	78/858,783	3,208,556	02/13/2007
PLATEAU	5/23/2006	78/890,013	3,249,289	06/05/2007
LIFE SPINE	12/30/2003	76/567,609	3,159,396	10/17/2006
DYNA-LINK	7/2/2008	77/513,261	3,674,186	08/25/2009
DESIGNS FOR LIFE	9/24/2007	77/287,166	3,558,579	01/06/2009
SATURN	11/14/2007	77/328,921	3,648,289	06/30/2009
LYNX	12/23/2007	77/358,914	3,484,134	08/12/2008
GIZMO MEDICAL & design	6/30/2009	77/771,414	3,935,068	3/22/2011
FS3	8/7/2009	77/799,509	3,813,205	07/06/2010
AVATAR	9/3/2009	77/819,690	3,809,692	06/29/2010
CENTRIC	9/14/2009	77/825,844	3,955,440	05/03/2011
PRESIDIO	9/29/2009	77/836,966	3,809,812	06/29/2010
SOLSTICE I	9/29/2009	77/837,069	3,809,813	06/29/2010
SOLSTICE II	11/23/2009	77/879,072	3,852,646	09/28/2010
KINETIC	12/30/2003	76/567,608	2,985,956	08/16/2005
OCTAVE	8/6/2010	85/101,673	4,027,005	09/13/2011
PRO-LINK	4/29/2011	85/308,068	4,144,136	5/15/2012
NAUTILUS	5/11/2011	85/318,013	4,218,839	10/02/2012
AILERON	8/1/2011	85/386,322	4,219,137	10/02/2012
VANQUISH	8/1/2011	85/386,366	4,444,268	12/03/2013

<b>REGISTERED TRADEMARKS</b>				
<b>Mark</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
LOGIC	1/21/2013	85/828,063	4,512,131	04/08/2014
IRIS	1/28/2013	85/833,940	4,452,555	12/17/2013



ACKNOWLEDGEMENTS

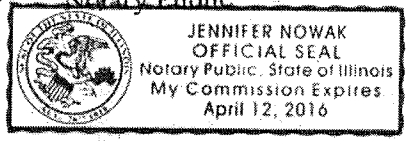
STATE OF Illinois )  
 )ss.  
COUNTY OF Kane )

I Jennifer Nowak, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael S. Butler, the President of LIFE SPINE, INC., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25<sup>th</sup> day of June, 2014.

Jennifer Nowak  
Notary Public

My Commission Expires: April 12, 2016



STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, a \_\_\_\_\_ of BMO HARRIS BANK N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENTS

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael S. Butler, the President of LIFE SPINE, INC., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 )ss.  
COUNTY OF COOK )

I LILLIE M. BERGER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Andre Bonakdar, a Director of BMO HARRIS BANK N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of June, 2014.

Lillie M. Berger  
Notary Public

My Commission Expires: October 24, 2015

