

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313857

<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>
OMNI ACQUISITION INC		04/04/2014	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	221 West 6th Street		
<b>Internal Address:</b>	2nd FLOOR		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3988848	SPINE 360	
<b>Registration Number:</b>	3990133	SPINE 360	
<b>Registration Number:</b>	4118098	TALON SYSTEM	
<b>Registration Number:</b>	4118099	SERPENT TALON LONG CANNULATED SYSTEM	
<b>Registration Number:</b>	4118101	BARRACUDA ANTERIOR CERVICAL PLATE SYSTEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132233717		
<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>	7132261200		
<b>Email:</b>	rljackson@lockelord.com		
<b>Correspondent Name:</b>	LOCKE LORD LLP		
<b>Address Line 1:</b>	600 TRAVIS		
<b>Address Line 2:</b>	SUITE 2800		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002-3095		
<b>ATTORNEY DOCKET NUMBER:</b>	0050100-03169		
<b>NAME OF SUBMITTER:</b>	Robert Jackson		
<b>SIGNATURE:</b>	/ROBERT JACKSON/		
<b>DATE SIGNED:</b>	08/13/2014		

CH \$140.00 3988848

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 4, 2014, is by and between OMNI ACQUISITION INC, a Georgia corporation ("Grantor"), whose address is 1755 West Oak Parkway, Marietta, Georgia 30062, Attention: Jeff Smith, President & CEO, and JPMORGAN CHASE BANK, N.A., a national banking association, whose address is 221 West 6th Street, 2nd Floor, Austin, Texas 78701, Attention: Manager/Commercial Banking Group, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith, by and among Administrative Agent, Amendia, Inc., a Georgia corporation ("Borrower"), Grantor, the other Loan Parties now or hereafter party thereto, and each of the Lenders now or hereafter party thereto (individually, a "Lender" and, collectively, the "Lenders").

WHEREAS, Borrower, Grantor, the other Loan Parties hereafter party thereto, Administrative Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Borrower, Grantor, the other Loan Parties hereafter party thereto which are domestic Subsidiaries of Borrower and Administrative Agent have entered into a Pledge and Security Agreement of even date herewith (said Pledge and Security Agreement, as the same may be hereafter amended, restated, modified, supplemented and in effect from time to time, is herein called the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Grantor does hereby grant to Administrative Agent, for the benefit and on behalf of Administrative Agent, Lenders and other holders of any Secured Obligations, a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all of Grantor's right, title, and interest in and to the following (collectively the "Patents"): (i) all patents and patent applications (including, without limitation, each patents and patent applications listed on Schedule 1 attached hereto), (ii) all inventions and improvements described and claimed therein, (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future

infringements thereof, (v) all rights to sue for past, present, and future infringements thereof, including, without limitation, the right to settle suits involving claims and demands for royalties owing, and (vi) all rights corresponding to any of the foregoing throughout the world;

(b) all of Grantor's right, title, and interest in and to the following (collectively the "Trademarks"): (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each Trademark listed on Schedule 2 attached hereto), (ii) all renewals of the foregoing; (iii) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world;

(c) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(d) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(e) all products and proceeds of any of the foregoing; and

(f) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Administrative Agent, for the benefit and on behalf of Administrative Agent, Lenders and any other holders of any Secured Obligations, pursuant to the General Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 and Schedule 2 are incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS AND OTHER APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING**

**WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Grantor, and the trustees, receivers, successors and assigns of Grantor, including all successors in interest of Grantor in and to all or any part of the Collateral, and shall benefit Administrative Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

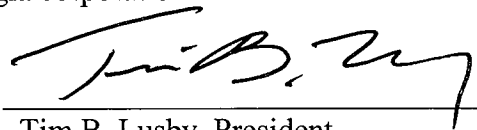
*[Signature Page(s) to Follow]*

IN WITNESS WHEREOF, Grantor and Administrative Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

"Grantor"

OMNI ACQUISITION INC,  
a Georgia corporation

By:

  
\_\_\_\_\_

Tim B. Lusby, President

"Administrative Agent"

JPMORGAN CHASE BANK, N.A.,  
a national banking association, as Administrative Agent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment:

Schedule 1 - Patents

Schedule 2 - Trademarks

IN WITNESS WHEREOF, Grantor and Administrative Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

"Grantor"

OMNI ACQUISITION INC,  
a Georgia corporation

By: \_\_\_\_\_  
Tim B. Lusby, President

"Administrative Agent"

JPMORGAN CHASE BANK, N.A.,  
a national banking association, as Administrative Agent

By: M. Brent Polentino  
Name: M. BRENT POLENTINO  
Title: VICE PRESIDENT & SENIOR BANKER

Attachment:

Schedule 1 - Patents

Schedule 2 - Trademarks

***[SIGNATURE PAGE(S) TO PATENT AND TRADEMARK SECURITY AGREEMENT]***  
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**TRADEMARK**  
**REEL: 005342 FRAME: 0805**

**SCHEDULE 1 TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

Patents

<b><u>Patent No.</u></b>	<b><u>Country</u></b>	<b><u>Filing Date</u></b>	<b><u>Title (Inventors)</u></b>
D623298	United States	03/12/2010	Bone fusion device (T. Hildebrand, D. Thomas)
D650481	United States	06/02/2011	Intervertebral body fusion implant device (D. Janice, J. Gottlieb)
D674900	United States	03/01/2012	Intervertebral body fusion implant device (D. Janice, T. Hildebrand)
D675736	United States	08/05/2011	Intervertebral body fusion implant device (T. Hildebrand, A. Garza)
8382809	United States	10/17/2008	Poly-axial pedicle screw implements and lock screw therefore (D. Won, K. Kaufman, J. Gottlieb)
8439923	United States	03/12/2010	Poly-axial pedicle screw assembly (D. Janice, D. Won)
8496661	United States	10/30/2009	System and method for micro-invasive transfacet lumbar interbody fusion (S. Moore)
8545500	United States	04/05/2011	Bone fixation assembly (B. Babat)

<b><u>Application Serial No.</u></b>	<b><u>Country</u></b>	<b><u>Filing Date</u></b>	<b><u>Title (Inventors)</u></b>
13/068,186	United States	05/04/2011	Intervertebral body fusion implant device (J. Gottlieb, D. Janice)
13/451,648	United States	04/20/2012	Stabilization rod assembly for spine fixation and process of making same (D. Janice)
13/686,632	United States	11/27/2012	Spine rod clamping body and pedicle screw assembly comprising same (J. Masciale)



**SCHEDULE 2 TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

Trademarks

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Jurisdiction</b>	<b>Goods/Services</b>
Spine 360	85141538	3988848	United States	IC 010. US 026 039 044 Medical apparatus and instruments for use in surgery.
Spine 360	85197792	3990133	United States	IC 010. US 026 039 044 Medical apparatus and instruments for use in surgery.
Talon System	85374298	4118098	United States	IC 010. US 026 039 044 Surgical implants comprising artificial material and instruments for use in spinal surgery.
Serpent Talon Long Cannulated System	85374324	4118099	United States	IC 010. US 026 039 044 Surgical implants comprising artificial material and instruments for use in spinal surgery, namely, a minimally invasive pedicle screw system for spinal fixation.
Barracuda Anterior Cervical Plate System	85374344	4118101	United States	IC 010. US 026 039 044 Surgical implants comprising artificial material and instruments for use in spinal surgery, namely, an anterior cervical plate system.

Schedule 2

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**RECORDED: 08/13/2014**

**TRADEMARK  
REEL: 005342 FRAME: 0807**