

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435774

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900410105

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BREG, INC.		06/19/2017	Corporation: CALIFORNIA
INNOMEDISYS, LLC		06/19/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2 BETHESDA METRO CENTER, SUITE 600
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	2796013	AIRMESH
Registration Number:	4122432	AIRTECH
Registration Number:	1923511	ASCEND
Registration Number:	2734767	BREG
Registration Number:	1712650	BREG
Registration Number:	3973471	BREG
Registration Number:	4061300	BREG
Registration Number:	4061301	
Registration Number:	3050423	FUSION
Registration Number:	1964683	INTEGRITY
Registration Number:	3379144	INTELLI-FLO
Registration Number:	3346308	KODIAK
Registration Number:	3469797	KOOL SLING
Registration Number:	4071816	LPR
Registration Number:	3957913	NEUTRAL WEDGE
Registration Number:	2900945	NEUTRAL WEDGE
Registration Number:	3066723	ORTHO SELECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2018141	PERFORMANCE
Registration Number:	2445909	POLAR CARE
Registration Number:	2750593	PTO
Registration Number:	4070650	SLINGSHOT
Registration Number:	3535242	SOLUS
Registration Number:	3012237	T SCOPE
Registration Number:	3822420	THUMBSTER
Registration Number:	3719522	VECTRA
Registration Number:	2775794	X2K
Registration Number:	4749301	FREERUNNER
Registration Number:	4749302	FREESPORT
Registration Number:	4847084	SMART-ZONE
Registration Number:	4742363	VISION CLOUD CONNECT
Registration Number:	4681804	BREG VISION
Serial Number:	86323757	BREG FLEX
Serial Number:	86514965	BREG FLEX
Serial Number:	86711952	PROFORM
Serial Number:	86498195	ALIGNER PHX
Registration Number:	3239680	ARC
Registration Number:	3859757	AXIOM
Registration Number:	4115503	B BLEDSOE
Registration Number:	4491341	B BLEDSOE
Registration Number:	4050067	B BLEDSOE
Registration Number:	4491352	BLEDSOE
Registration Number:	4529761	BLEDSOE BRACE SYSTEMS
Registration Number:	4148262	BLEDSOE BRACE SYSTEMS
Registration Number:	4489053	CENTRON
Registration Number:	4369521	COTHERA
Registration Number:	4369532	COTHERA
Registration Number:	4369534	HEALING ENGINEERED
Registration Number:	4369533	COTHERA
Serial Number:	87313473	FLEX GRAPHS
Serial Number:	87313121	FLEX SCORE
Registration Number:	4038050	HIPPO
Registration Number:	5036781	IMPULSE
Registration Number:	4837100	JET
Registration Number:	4044380	LUMBOLUX
Registration Number:	4408134	NZONE

Property Type	Number	Word Mark
Registration Number:	4530203	NZONE
Registration Number:	4044379	ORTHOLUX
Registration Number:	4610981	PRIMAS
Registration Number:	3239678	PROGAI
Registration Number:	4392909	TRITECH
Registration Number:	4044378	VERTALUX
Serial Number:	86317802	VIAPULSE
Registration Number:	4569488	VIPOR
Registration Number:	3945976	VISCENT
Registration Number:	3945969	VISCENT ORTHOPEDIC SOLUTIONS
Registration Number:	4369804	VPULSE
Registration Number:	4632905	VPULSE
Registration Number:	5095752	VPULSE CONNECT
Registration Number:	4362304	VPULSE SYSTEM
Registration Number:	4611079	WEE BOW
Registration Number:	4611080	WEE ROM
Registration Number:	3813807	Z-12
Serial Number:	87254974	T SCOPE

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King and Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 17392.009002

NAME OF SUBMITTER: /s/ Mia Ramic

SIGNATURE: /s/ Mia Ramic

DATE SIGNED: 07/19/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION (“Capital One”), 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) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 19, 2017 (as the same may be amended, refinanced, replaced, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among BREG TOPCO HOLDINGS, INC., a Delaware corporation, BREG, INC., a California corporation, the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith, in favor of Agent (and such agreement may be amended, refinanced, replaced, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark 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, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement and/or the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and 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 such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all exclusive IP Licenses providing for the grant to such Grantor of an exclusive right under a third party’s registered or applied for Trademark, identified by registration or application number, including, without limitation, those referred to on Schedule 1 hereto,
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and exclusive IP Licenses subject to a security interest hereunder.

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.

Section 6. Governing Law. THIS TRADEMARK 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, each 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.

BREG, INC., as Grantor


By: Brad Lee
Name: Brad Lee
Title: President

INNOMEDISYS, LLC, as Grantor

By: Brad Lee
Name: Brad Lee
Title: President

ACCEPTED AND AGREED
as of the date first above written:


CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Timothy Blonn
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:


Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
AIRMESH	U.S. Federal	78/063200 5/11/2001	2796013 12/16/2003	Breg, Inc.	Registered
AIRTECH	U.S. Federal	85/072260 6/25/2010	4122432 4/3/2012	Breg, Inc.	Registered
ASCEND	U.S. Federal	74/570626 9/7/1994	1923511 10/3/1995	Breg, Inc.	Registered
BREG	Benelux	74181 8/28/1992	R 521529	Breg, Inc.	Registered
BREG	Brazil	827731922 8/30/2005	827731922 12/4/2007	Breg, Inc.	Registered
BREG	CTM	2791770 7/29/2002	2791770 7/15/2003	Breg, Inc.	Registered
BREG	France	92 432165 8/31/1992	92 432165	Breg, Inc.	Registered
BREG	Germany	B 96523 9/3/1992	2041086 7/23/1993	Breg, Inc.	Registered
BREG	Italy	MI/2002/8196 8/9/2002	1011824 (Prev. Reg. 649826) 6/12/2006	Breg, Inc.	Registered
BREG	Japan	H04-197198 9/18/1992	3052822 6/30/1995	Breg, Inc.	Registered
BREG	Mexico	751644 11/18/2005	912203 11/30/2005	Breg, Inc.	Registered
BREG	Norway	924342 9/1/1992	160042 11/11/1993	Breg, Inc.	Registered
BREG	Spain	1720605 M7 9/17/1992	1720605 M7 6/5/1995	Breg, Inc.	Registered
BREG	U.S. Federal	78/117368 3/25/2002	2734767 7/8/2003	Breg, Inc.	Registered
BREG	U.S. Federal	74/048482 4/12/1990	1712650 9/1/1992	Breg, Inc.	Registered
BREG	U.S. Federal	85/134628 9/21/2010	3973471 6/7/2011	Breg, Inc.	Registered
BREG & Design 	Brazil	830959572 3/16/2011	830959572 7/15/2014	Breg, Inc.	Registered
BREG & Design 	CTM	9752536 2/21/2011	9752536 7/26/2011	Breg, Inc.	Registered
BREG & Design 	Japan	2011-019715 3/18/2011	5437961 9/9/2011	Breg, Inc.	Registered
BREG & Design 	Mexico	1158547 2/28/2011	1234216 8/22/2011	Breg, Inc.	Pending
BREG & Design 	Norway	201102295 2/25/2011	261011 8/17/2011	Breg, Inc.	Registered

Mark	Country	App. No/ Filing Date	Reg. No./ Reg. Date	Owner	Status
BREG & Design 	U.S. Federal	85/134692 9/21/2010	4061300 11/22/2011	Breg, Inc.	Registered
Design Only 	Brazil	830959564 3/16/2011	830959564 7/15/2014	Breg, Inc.	Registered
Design Only 	CTM	9753054 2/21/2011	9753054 7/26/2011	Breg, Inc.	Registered
Design Only 	Japan	2011-019716 3/18/2011	5437962 9/9/2011	Breg, Inc.	Registered
Design Only 	Mexico	1158548 2/28/2011	1234217 8/22/2011	Breg, Inc.	Pending
Design Only 	Norway	201102293 2/25/2011	261009 8/17/2011	Breg, Inc.	Registered
Design Only 	U.S. Federal	85/134786 9/21/2010	4061301 11/22/2011	Breg, Inc.	Registered
FUSION	U.S. Federal	78/550492 1/19/2005	3050423 1/24/2006	Breg, Inc.	Registered
INTEGRITY	U.S. Federal	74546283 7/6/1994	1964683 3/26/1996	Breg, Inc.	Registered
INTELLI-FLO	U.S. Federal	77/036671 11/3/2006	3379144 2/5/2008	Breg, Inc.	Registered
KODIAK	U.S. Federal	78/959137 8/23/2006	3346308 11/27/2007	Breg, Inc.	Registered
KOOL SLING	U.S. Federal	78/963043 8/29/2006	3469797 7/15/2008	Breg, Inc.	Registered
LPR	U.S. Federal	85/189849 12/2/2010	4071816 12/13/2011	Breg, Inc.	Registered
NEUTRAL WEDGE	U.S. Federal	85/181193 11/19/2010	3957913 5/10/2011	Breg, Inc.	Registered
NEUTRAL WEDGE	U.S. Federal	78/306343 9/27/2003	2900945 11/2/2004	Breg, Inc.	Registered
ORTHO SELECT	U.S. Federal	78/395437 4/2/2004	3066723 3/7/2006	Breg, Inc.	Registered
PERFORMANCE	U.S. Federal	74546286 7/6/1994	2018141 11/19/1996	Breg, Inc.	Registered

Mark	Country	App. No/ Filing Date	Reg. No/ Reg. Date	Owner	Status
POLAR CARE	Mexico	751647 11/18/2005	912787 12/7/2005	Breg, Inc.	Registered
POLAR CARE	U.S. Federal	75/829160 10/22/1999	2445909 4/24/2001	Breg, Inc.	Registered
PTO	U.S. Federal	78/178680 10/25/2002	2750593 8/12/2003	Breg, Inc.	Registered
SLINGSHOT	U.S. Federal	85/316408 5/9/2011	4070650 12/13/2011	Breg, Inc.	Registered
SOLUS	U.S. Federal	77/384858 1/30/2008	3535242 11/18/2008	Breg, Inc.	Registered
T SCOPE	U.S. Federal	78/395180 4/1/2004	3012237 11/1/2005	Breg, Inc.	Registered
THUMBSTER	U.S. Federal	77/450350 4/17/2008	3822420 7/20/2010	Breg, Inc.	Registered
VECTRA	U.S. Federal	77/528848 7/22/2008	3719522 12/1/2009	Breg, Inc.	Registered
X2K	U.S. Federal	78/188209 11/22/2002	2775794 10/21/2003	Breg, Inc.	Registered
FREERUNNER	U.S. Federal	86/237988 3/31/2014	4749301 6/2/2015	Breg, Inc.	Registered
FREESPORT	U.S. Federal	86/237992 3/31/2014	4749302 6/2/2015	Breg, Inc.	Registered
SMART-ZONE	U.S. Federal	86/322405 6/27/2014	4847084 11/3/2015	Breg, Inc.	Registered
VISION CLOUD CONNECT	U.S. Federal	86/323753 6/29/2014	4742363 5/26/2015	Breg, Inc.	Registered
BREG VISION	U.S. Federal	86/323756 6/29/2014	4681804 2/3/2015	Breg, Inc.	Registered
BREG FLEX	U.S. Federal	86/323757 6/29/2014	N/A	Breg, Inc.	Pending
BREG FLEX	U.S. Federal	86/514965 1/26/2015	N/A	Breg, Inc.	Pending
PROFORM	U.S. Federal	86/711952 7/31/2015	N/A	Breg, Inc.	Pending
T SCOPE	U.S. Federal	78/188209 12/2/2016	N/A	Breg, Inc.	Pending
BREG	China	13616716 11/27/2013	2/14/2015	Breg, Inc.	Registered
BREG	India	2629078 11/19/2013	N/A	Breg, Inc.	Pending

TRADEMARKS

Mark	Country	Filing Date	Application No.	Registration Date	Registration No.	Status
ALIGNER PHX	U.S. Federal	1/8/2015	5055304	10/4/2016	86498195	REGISTERED
ARC	U.S. Federal	7/10/2006	78/925,922	5/8/2007	3,239,680	REGISTERED
AXIOM	U.S. Federal	2/16/2010	77/936,547	10/12/2010	3,859,757	REGISTERED
B BLEDSOE	U.S. Federal	11/12/2009	77/982,770	3/20/2012	4,115,503	REGISTERED
B BLEDSOE	U.S. Federal	11/12/2009	77/871,047	¾/2014	4,491,341	REGISTERED
B BLEDSOE	U.S. Federal	11/12/2009	77/982,481	11/1/2011	4,050,067	REGISTERED
BLEDSOE	U.S. Federal	1/7/2010	77/906,802	¾/2014	4,491,352	REGISTERED
BLEDSOE	Europe	9/11/2006	5335071	8/30/2007	5335071	REGISTERED
BLEDSOE BRACE SYSTEMS	U.S. Federal	1/7/2010	77/907,381	5/13/2014	4,529,761	REGISTERED
BLEDSOE BRACE SYSTEMS	U.S. Federal	1/7/2010	77/982,992	5/29/2012	4,148,262	REGISTERED
CENTRON	U.S. Federal	5/9/2012	85/621,202	2/25/2014	4,489,053	REGISTERED
COTHERA	U.S. Federal	2/28/2012	85/555,386	7/16/2013	4,369,521	REGISTERED
	U.S. Federal	3/7/2012	85/563,310	7/16/2013	4,369,532	REGISTERED
	U.S. Federal	3/7/2012	85/563,313	7/16/2013	4,369,533	REGISTERED
HEALING ENGINEERED	U.S. Federal	3/7/2012	85/563,316	7/16/2013	4,369,534	REGISTERED
FLEX GRAPHS	U.S. Federal	1/25/2017	87/313473	N/A	N/A	PENDING
FLEX SCORE	U.S. Federal	1/25/2017	87/313121	N/A	N/A	PENDING
HIPPO	U.S. Federal	3/3/2011	85/257,077	10/11/2011	4,038,050	REGISTERED
IMPULSE	U.S. Federal	1/2//2013	85/814,172	9/6/2016	5036781	REGISTERED
JET	U.S. Federal	9/4/2012	85/719,414	10/20/2015	4837100	REGISTERED
LUMBOLUX	U.S. Federal	3/3/2011	85/257,116	10/25/2011	4,044,380	REGISTERED

NZONE	U.S. Federal	6/15/2012	85/652,734	9/24/2013	4,408,134	REGISTERED
NZONE	U.S. Federal	6/15/2012	85/652,738	5/13/2014	4,530,203	REGISTERED
ORTHOLUX	U.S. Federal	3/3/2011	85/257,087	10/25/2010	4,044,379	REGISTERED
PRIMAS	U.S. Federal	7/15/2013	86/009,923	9/23/2014	4610981	REGISTERED
PROGAI	U.S. Federal	7/10/2006	78/925,911	5/8/2007	3,239,678	REGISTERED
TRITECH	U.S. Federal	10/10/2011	85/443,643	8/27/2013	4,392,909	REGISTERED
VERTALUX	U.S. Federal	3/3/2011	85/257,080	10/25/2011	4,044,378	REGISTERED
VIAPULSE	U.S. Federal	6/23/2014	86/317,802	N/A	N/A	PENDING
VIPOR	U.S. Federal	4/25/2013	85/914,829	7/15/2014	4,569,488	REGISTERED
VISCENT	U.S. Federal	7/27/2009	77/981,231	4/12/2011	3,945,976	REGISTERED
VISCENT ORTHOPEdic SOLUTIONS	U.S. Federal	7/27/2009	77/981213	4/12/2011	3,945,969	REGISTERED
VPULSE	U.S. Federal	5/10/2012	85/622,201	7/16/2013	4,369,804	REGISTERED
VPULSE	U.S. Federal	10/17/2012	85/756,048	10/4/2014	4632905	REGISTERED
						
VPULSE CONNECT	U.S. Federal	8/21/2013	86/043,802	12/6/2016	5095752	REGISTERED
VPULSE SYSTEM	U.S. Federal	5/10/2012	85/622,202	7/2/2013	4,362,304	REGISTERED
WEE BOW	U.S. Federal	8/6/2013	86/029,796	9/23/2014	4611079	REGISTERED
WEE ROM	U.S. Federal	8/6/2013	86/029,798	9/23/2014	4611080	REGISTERED
Z-12	U.S. Federal	11/12/2009	77/871,053	7/6/2010	3,813,807	REGISTERED

EXCLUSIVE IP LICENSES:

None.