

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546866

<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>
Orthofix Inc.		10/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn, Floor L2S		
<b>Internal Address:</b>	Suite IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2300		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2789136	THE HEALING ADVANTAGE	
<b>Registration Number:</b>	2592020	EZBRACE	
<b>Registration Number:</b>	1981113	1-800-BONEFIX	
<b>Registration Number:</b>	5413648	CERVICALSTIM SPINAL FUSION THERAPY	
<b>Registration Number:</b>	5413649	SPINALSTIM SPINAL FUSION THERAPY	
<b>Registration Number:</b>	2265742	CERVICALSTIM	
<b>Registration Number:</b>	4365029	PHOENIX	
<b>Registration Number:</b>	1384143	SPINAL-STIM	
<b>Registration Number:</b>	1701625	PHYSIO-STIM	
<b>Serial Number:</b>	87083429	PHYSIOSTIM BONE HEALING THERAPY	
<b>Serial Number:</b>	87159872	ONTRACK	
<b>Serial Number:</b>	87059647	O-GENESIS	
<b>Serial Number:</b>	88017844	FIBERFUSE	
<b>Serial Number:</b>	88018613	STIM ONTRACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>			

CH \$365.00 2789136

TRADEMARK

**Phone:** 2147455612  
**Email:** ngraham@winstead.com  
**Correspondent Name:** Nancy Graham c/o WINSTEAD PC  
**Address Line 1:** 2728 N. Harwood Street  
**Address Line 2:** Suite 500  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 58437.4

**NAME OF SUBMITTER:** Nancy Graham

**SIGNATURE:** /Nancy Graham/

**DATE SIGNED:** 10/28/2019

**Total Attachments: 6**

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source=3a. Trademark Security Agreement (Orthofix Inc.) - October 2019#page2.tif  
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October 25, 2019

TRADEMARK SECURITY AGREEMENT

WHEREAS, Orthofix Inc., a Delaware corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Second Amended and Restated Pledge and Security Agreement dated as of October 25, 2019 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain affiliates of Grantor, and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) 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; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all extensions and renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) (a) any and all licensing agreements or similar arrangements in and to its Trademarks, (b) 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 and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof (the "Licenses"), each of which is set forth herein on Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

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

Acknowledged:

**GRANTOR:**

ORTHOFIX INC.

By: 

Name: Douglas C. Rice

Title: Chief Financial Officer and Treasurer

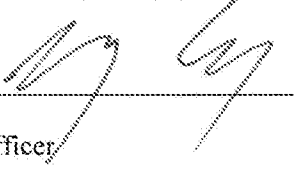
[Signature Page to Trademark Security Agreement]

**SECURED PARTY:**

JPMORGAN CHASE BANK, N.A., as administrative agent

By:



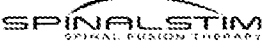
\_\_\_\_\_  
Ajay Gupta  
Authorized Officer

Handwritten signature of Ajay Gupta in black ink, written over a horizontal line.

[Signature Page to Trademark Security Agreement]

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Application No.	Registration No.	Owner	Trademark	Design (if applicable)	Country	Status
76058155	2789136	Orthofix Inc.	THE HEALING ADVANTAGE		United States	Renewed
75639824	2592020	Orthofix Inc.	EZBRACE		United States	Renewed
74701365	1981113	Orthofix Inc.	1-800-BONEFIX		United States	Renewed
87083429		Orthofix Inc.	PHYSIOSTIM BONE HEALING THERAPY and Design		United States	Allowed
87091113	5413648	Orthofix Inc.	CERVICALSTIM SPINAL FUSION THERAPY and Design		United States	Registered
87091129	5413649	Orthofix Inc.	SPINALSTIM SPINAL FUSION THERAPY and Design		United States	Registered
75438792	2265742	Orthofix Inc.	CERVICALSTIM		United States	Renewed
77967103	4365029	Orthofix Inc.	PHOENIX		United States	Registered
73552537	1384143	Orthofix Inc.	SPINAL-STIM		United States	Renewed
74209479	1701625	Orthofix Inc.	PHYSIO-STIM		United States	Renewed
87159872		Orthofix Inc.	ONTRACK		United States	Allowed
87059647		Orthofix Inc.	O-GENESIS		United States	Allowed
88017844		Orthofix Inc.	FIBERFUSE		United States	Allowed

Application No.	Registration No.	Owner	Trademark	Design (if applicable)	Country	Status
88018613		Orthofix Inc.	STIM ONTRACK		United States	Filed
50900652	NH 345120	Orthofix Inc.	ORTHORX		United States	Registered