# CH \$740.00 45847

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM546886

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Orthofix Spinal Implants Inc.		10/25/2019	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.			
Street Address:	10 South Dearborn, Floor L2S			
Internal Address:	nternal Address: Suite IL1-1145			
City:	Chicago			
State/Country: ILLINOIS				
Postal Code: 60603-2300				
Entity Type:	National Banking Association: UNITED STATES			

#### **PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark				
Registration Number:	4584703	FORZA				
Registration Number:	4589285	TRINITY ELITE				
Registration Number:	4656639	VERSASHIELD				
Registration Number:	4685448	QUADRX				
Registration Number:	4685560	SKYHAWK				
Registration Number:	4672668	LONESTAR				
Registration Number:	4962541					
Registration Number:	4617817	CENTURION				
Registration Number:	4617942	AZURE				
Registration Number:	3091181	ALLOQUENT				
Registration Number:	3278822	UNITY LX				
Registration Number:	4088522	RELIANT				
Registration Number:	3888138	PILLAR				
Registration Number:	3948229	FIREBIRD				
Registration Number:	4214388	TRINITY EVOLUTION				
Registration Number:	4214389	TRINITY EVOLUTION				
Registration Number:	5449066	CETRA				
Registration Number:	4518075	COLLAGE				

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Property Type	Number	Word Mark
Registration Number:	4970032	JANUS
Registration Number:	3283488	NGAGE
Registration Number:	3261640	UNITY 51
Registration Number:	3242795	UNITY
Registration Number:	3177831	CONSTRUX
Registration Number:	3162338	TRINITY
Registration Number:	3163236	NEWBRIDGE
Registration Number:	3294440	HALLMARK
Registration Number:	3905799	PROVIEW
Registration Number:	2347454	BLACKSTONE
Serial Number:	86835794	OSTEOJAX

#### **CORRESPONDENCE DATA**

**Fax Number:** 2147455390

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:** 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: 7**

source=3b. Trademark Security Agreement (Orthofix Spinal Implants Inc.) - October 2019#page1.tif source=3b. Trademark Security Agreement (Orthofix Spinal Implants Inc.) - October 2019#page2.tif source=3b. Trademark Security Agreement (Orthofix Spinal Implants Inc.) - October 2019#page3.tif source=3b. Trademark Security Agreement (Orthofix Spinal Implants Inc.) - October 2019#page4.tif source=3b. Trademark Security Agreement (Orthofix Spinal Implants Inc.) - October 2019#page5.tif source=3b. Trademark Security Agreement (Orthofix Spinal Implants Inc.) - October 2019#page6.tif source=3b. Trademark Security Agreement (Orthofix Spinal Implants Inc.) - October 2019#page7.tif

#### TRADEMARK SECURITY AGREEMENT

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

TRADEMARK SECURITY AGREEMENT, Page 2  $\,$ 

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 SPINAL IMPLANTS 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

[Signature Page to Trademark Security Agreement]

# Schedule 1 to Trademark Security Agreement

# TRADEMARKS AND TRADEMARK APPLICATIONS

Application	Registration	Owner	Trademark	Design (if applicable)	Country	Status
No.	No.					
85182848	4584703	Orthofix Spinal Implants Inc.	FORZA		United States	Registered
85717101	4589285	Orthofix Spinal Implants Inc.	TRINITY ELITE		United States	Registered
85652295	4656639	Orthofix Spinal Implants Inc.	VERSASHIELD and Design	<b>W</b> SHIELD	United States	Registered
85971040	4685448	Orthofix Spinal Implants Inc.	QUADRX		United States	Registered
86064122	4685560	Orthofix Spinal Implants Inc.	SKYHAWK		United States	Registered
86064135	4672668	Orthofix Spinal Implants Inc.	LONESTAR		United States	Registered
86552235	4962541	Orthofix Spinal Implants Inc.	Design Only	4	United States	Registered
85239444	4617817	Orthofix Spinal Implants Inc.	CENTURION		United States	Registered
85609862	4617942	Orthofix Spinal Implants Inc.	AZURE		United States	Registered
78415750	3091181	Orthofix Spinal Implants Inc.	ALLOQUENT		United States	Renewed
77025991	3278822	Orthofix Spinal Implants Inc.	UNITY LX		United States	Renewed
86835794		Orthofix Spinal Implants Inc.	OSTEOJAX		United States	Allowed
78935508	4088522	Orthofix Spinal Implants Inc.	RELIANT		United States	Registered

Schedule 1 to Trademark Security Agreement, Solo Page

Application	Registration	Owner	Trademark	Design (if applicable)	Country	Status
No.	No.					
78880509	3888138	Orthofix Spinal Implants Inc.	PILLAR		United States	Registered
77632207	3948229	Orthofix Spinal Implants Inc.	FIREBIRD		United States	Registered
77981853	4214388	Orthofix Spinal Implants Inc.	TRINITY EVOLUTION		United States	Registered
77981854	4214389	Orthofix Spinal Implants Inc.	TRINITY EVOLUTION and Design	Trinityineserine	United States	Registered
87019224	5449066	Orthofix Spinal Implants Inc.	CETRA		United States	Registered
85261533	4518075	Orthofix Spinal Implants Inc.	COLLAGE		United States	Registered
86552540	4970032	Orthofix Spinal Implants Inc.	JANUS		United States	Registered
78415714	3283488	Orthofix Spinal Implants Inc.	NGAGE		United States	Renewed
76635940	3261640	Orthofix Spinal Implants Inc.	UNITY 51		United States	Renewed
76625481	3242795	Orthofix Spinal Implants Inc.	UNITY		United States	Renewed
78415732	3177831	Orthofix Spinal Implants Inc.	CONSTRUX		United States	Renewed
78752413	3162338	Orthofix Spinal Implants Inc.	TRINITY		United States	Renewed
76627654	3163236	Orthofix Spinal Implants Inc.	NEWBRIDGE		United States	Renewed
76626832	3294440	Orthofix Spinal Implants Inc.	HALLMARK		United States	Renewed
78880515	3905799	Orthofix Spinal Implants Inc.	PROVIEW		United States	Registered

Application No.	Registration No.	Owner	Trademark	Design (if applicable)	Country	Status
75233941	2347454	Orthofix	BLACKSTONE		United States	Renewed
		Spinal Implants Inc.				

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TRADEMARK
RECORDED: 10/28/2019 REEL: 006780 FRAME: 0925