

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546889

<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>
Spinal Kinetics LLC		10/25/2019	Limited Liability Company: 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: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3764789	M6L	
<b>Registration Number:</b>	3131149	MOTION FOR LIFE	
<b>Registration Number:</b>	3547447	M6	
<b>Registration Number:</b>	3643487	M6C	
<b>Registration Number:</b>	5207608	CRMA	
<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>			
<b>Phone:</b>	2147455612		
<b>Email:</b>	ngraham@winstead.com		
<b>Correspondent Name:</b>	Nancy Graham c/o WINSTEAD PC		
<b>Address Line 1:</b>	2728 N. Harwood Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	58437.4		
<b>NAME OF SUBMITTER:</b>	Nancy Graham		
<b>SIGNATURE:</b>	/Nancy Graham/		

CH \$140.00 3764789

<b>DATE SIGNED:</b>	10/28/2019
---------------------	------------

**Total Attachments: 5**

source=3c. Trademark Security Agreement (Spinal Kinetics LLC) - October 2019#page1.tif

source=3c. Trademark Security Agreement (Spinal Kinetics LLC) - October 2019#page2.tif

source=3c. Trademark Security Agreement (Spinal Kinetics LLC) - October 2019#page3.tif

source=3c. Trademark Security Agreement (Spinal Kinetics LLC) - October 2019#page4.tif

source=3c. Trademark Security Agreement (Spinal Kinetics LLC) - October 2019#page5.tif

October 25, 2019

TRADEMARK SECURITY AGREEMENT

WHEREAS, Spinal Kinetics LLC, a Delaware limited liability company ("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:

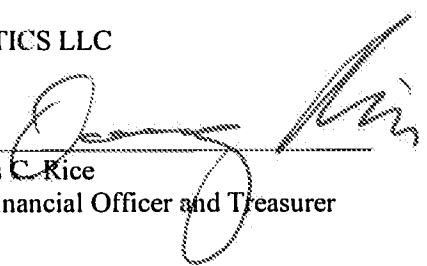
**GRANTOR:**

SPINAL KINETICS LLC

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

Name: Douglas C Rice

Title: Chief Financial Officer and Treasurer

A handwritten signature in black ink, appearing to read "Douglas C Rice", is written over a horizontal line. The signature is stylized and cursive.

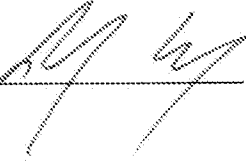
[Signature Page to Trademark Security Agreement]

**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
77624159	3764789	Spinal Kinetics LLC	M6L and Design		United States	Registered
78572417	3131149	Spinal Kinetics LLC	MOTION FOR LIFE		United States	Renewed
77111841	3547447	Spinal Kinetics LLC	M6		United States	Renewed
77633480	3643487	Spinal Kinetics LLC	M6C and Design		United States	Renewed
86972180	5207608	Spinal Kinetics LLC	CRMA		United States	Registered