

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spinal Elements, Inc.		01/21/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5821289	INCORPORATE	
Registration Number:	5479077	AMENDIA	
Registration Number:	5538312	PATHWAY ELIF	
Registration Number:	5346125	PIRANHA	
Registration Number:	5456405	CREATING BALANCED SOLUTIONS	
Registration Number:	5183526	SYZYG	
Registration Number:	5515808	MICROBLADE SHAVER	
Registration Number:	5509731	SPINAL ELEMENTS	
Registration Number:	5509673		
Serial Number:	88585452	CLUTCH	
Serial Number:	88446127	METAL-LESS	
Serial Number:	88446144	METAL-FREE	
Serial Number:	88325029	OMEGA XP	
Serial Number:	88271357	IO-FLEXIBILITY	
Serial Number:	88250541	TALON	
Serial Number:	88250564	TALON SYSTEM	
Serial Number:	88390527	DIMENSION	
Serial Number:	88366252	KARMA	
Serial Number:	88329987	OMEGALIF	

CH \$590.00 5821289

Property Type	Number	Word Mark
Serial Number:	88325016	OMEGALIF
Serial Number:	88271347	ZYRE
Serial Number:	88271363	IO-CONNECT
Serial Number:	87617665	ARGENT

CORRESPONDENCE DATA

Fax Number: 3129939767
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: 3129932622
Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057354-0030
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	02/19/2020

Total Attachments: 6

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- source=Spinal Elements - 1L Trademark Security Agreement (Executed)#page2.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 21, 2020, is made by Spinal Elements, Inc., a Delaware corporation (“Grantor”), in favor of Antares Capital LP (“Antares Capital”), 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).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 13, 2017 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (“Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of April 29, 2016 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is 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, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby 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 Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any “intent to use” Trademark applications for which a “statement of use” or “amendment to allege use” has not been filed (but only until such statement or amendment is filed);

(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.

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 the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

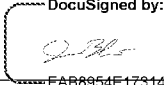
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

SPINAL ELEMENTS, INC., a Delaware corporation,
as Grantor

By:  _____
Name: Jason Blain
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent
Heidi Rinehart

By: _____
Name: Heidi Rinehart
Title: Duly Authorized Signatory

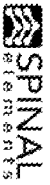

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application/ Serial No.	Filing Date	Registration No.	Status
INCORPORATE	88268019	1/18/2019	5821289	Registered
AMENDIA	87481120	6/8/2017	5479077	Registered
PATHWAY ELIJ	87447552	5/12/2017	5538312	Registered
PIRANHA	87440921	5/8/2017	5346125	Registered
CREATING BALANCED SOLUTIONS	87308369	1/20/2017	5456405	Registered
SYZYGY	87087651	6/29/2016	5183526	Registered
MICROBLADE SHAVER	87597942	9/6/2017	5515808	Registered
 SPINAL S P I N A L	87469851	5/31/2017	5509731	Registered
	87444859	5/10/2017	5509673	Registered

2. TRADEMARK APPLICATIONS

Mark	Application/ Serial No.	Filing Date	Registration No.	Status
CLUTCH	88585452	8/20/2019	N/A	Pending
METAL-LESS	88446127	5/24/2019	N/A	Pending

METAL-FREEE	88446144	5/24/2019	N/A	Pending
OMEGA XP	88325029	3/4/2019	N/A	Pending
IO-FLEXIBILITY	88271357	1/22/2019	N/A	Pending
TALON	88250541	1/4/2019	N/A	Pending
	88250564	1/4/2019	N/A	Pending
DIMENSION	88390527	4/17/2019	N/A	Pending
KARMA	88366252	4/1/2019	N/A	Pending
OMEGALIF	88329987	3/7/2019	N/A	Pending
OMEGALIF	88325016	3/4/2019	N/A	Pending
ZYRE	88271347	1/22/2019	N/A	Pending
IO-CONNECT	88271363	1/22/2019	N/A	Pending
ARGENT	87617665	9/21/2017	N/A	Pending

TRADEMARK
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RECORDED: 02/19/2020