# OP \$165.00.00 87681693

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI104639

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release (Reel 6581/ Frame 0435)	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		03/18/2024	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Company Name:	Orchid Orthopedic Solutions, LLC		
Street Address:	1489 Cedar Street		
City:	Holt		
State/Country:	MISSOURI		
Postal Code:	48842		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark		
Registration Number:	5652676	OSSEOMATRIX		
Registration Number:	4662264	ORCHID		
Registration Number:	4411509	ASYMMATRIX		
Registration Number:	4317797	REDIPAK		
Registration Number:	6608794	ALTITUDE		
Registration Number:	6629544	ORCHID ALTITUDE		

#### **CORRESPONDENCE DATA**

Fax Number:

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:** (212)701-3569

**Email:** dka@cahill.com,ipteam@cogencyglobal.com

Correspondent Name: Doris Ka
Address Line 1: 32 Old Slip

Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: Orchid.Project Femur (412	
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett

TRADEMARK REEL: 008373 FRAME: 0253

900841594

# **DATE SIGNED:** 03/19/2024

#### **Total Attachments: 4**

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source=2)Orchid - Jefferies.Orchid Orthopedic Solutions Release (Trademark Security 6581.0435) 1L Agreement#page2.tif

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#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of March 18, 2024 (the "Effective Date"), is made by JEFFERIES FINANCE LLC, in its capacity as Collateral Agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (collectively, the "Grantors" and each a "Grantor").

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of March 5, 2019, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantors granted and pledged to the Agent, in its capacity as Collateral Agent, a continuing security interest in, and lien on, certain collateral:

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered an Intellectual Property Security Agreement, dated as of March 5, 2019 (the "Intellectual Property Security Agreement"), for recorded with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on March 5, 2019 at Reel/Frame 048507/0201 and 6581/0435;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Intellectual Property Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its continuing security interest in, and lien on, the Collateral, including the Patents, including the patents and patent applications set forth in Schedule I attached hereto (the "Patent Collateral") and the Trademarks, including the trademark registrations and applications set forth in Schedule II attached hereto (the "Trademark Collateral"). If and to the extent that the Agent has acquired any right, title or interest in and to the Collateral, including the Patent Collateral or Trademark Collateral, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Intellectual Property Security Agreement.
- 4. <u>Further Assurances</u>. The Agent hereby authorizes Grantors to make filings with the United States Patent and Trademark Office and agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

TRADEMARK
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# JEFFERIES FINANCE LLC, acting in its capacity as Collateral Agent for the Lenders

By: Peter Cucchiara

Name: Peter Cucchiara

Title: Managing Director

**GRANTORS:** Orchid MPS Holdings, LLC

Orchid Orthopedic Solutions,

LLC

**REEL: 008373 FRAME: 0256** 

# **SCHEDULE I**

## U.S. PATENTS

Title	Jurisdictio n	Application No./PATEN T NUMBER	Filing Date	Issue Date	Owner
Orthopaedic surgical	United	9,211,127	03/13/2013	12/15/2015	Orchid MPS
instrument	States				Holdings, LLC
Orthopaedic surgical	United	8,407,880	08/14/2006	04/02/2013 <sup>1</sup>	Orchid MPS
instrument	States				Holdings, LLC
Cobalt Chrome	United		02/09/2005		Orchid
forging of femoral knee implants and other components	States	7,168,283		1/30/2007	Orthopedic Solutions, LLC

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<sup>&</sup>lt;sup>1</sup> Expired 2021

# SCHEDULE II

#### U.S. TRADEMARKS

Country	Trademark	Application/ Registration Date	Application No./ Registration Number	Owner
United States	OSSEOMATRIX	App. Date 11/13/2017 Reg. Date 1/15/2019	Ser No. 87681693 Reg. No. 5652676	Orchid Orthopedic Solutions, LLC
United States	ORCHID (and Design)  ORCHID	Reg. Date 12/30/2014	Reg. No. 4662264	Orchid Orthopedic Solutions, LLC
United States	ASYMMATRIX	Reg. Date 10/01/2013	Reg. No. 4411509	Orchid Orthopedic Solutions, LLC
United States	REDIPAK	Reg. Date 04/09/2013	Ser. No. 88299840	Orchid Orthopedic Solutions, LLC Orchid Orthopedic Solutions, LLC
United States	ALTITUDE	App. Date 2/13/2019	Reg. No. 6608794	Solutions, LLC
			Ser. No. 88299844 Reg. No.	Orchid Orthopedic Solutions, LLC
United States	ORCHID ALTITUDE	App. Date 02/13/2019	6629544	•

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RECORDED: 03/19/2024