

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI104793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orchid Orthopedic Solutions, LLC		03/18/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	U.S. Bank Trustees Limited		
Street Address:	125 Old Broad Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 1AR		
Entity Type:	bank: UNITED KINGDOM		
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:	2129096836		
<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>			
Phone:	2129096000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Daniel Hyun Gu Yeo Esq.		
Address Line 1:	Debevoise & Plimpton LLP		
Address Line 2:	66 Hudson Boulevard		
Address Line 4:	New York, NEW YORK 10001		
ATTORNEY DOCKET NUMBER:	13802-1011		
NAME OF SUBMITTER:	Harriett Sasso		
SIGNATURE:	Harriett Sasso		

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DATE SIGNED:	03/26/2024
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Total Attachments: 5

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Notwithstanding anything herein to the contrary, the Liens and security interests, if any, granted to U.S. Bank Trustees Limited pursuant to this Trademark Security Agreement in any Collateral and the exercise of any right or remedy by U.S. Bank Trustees Limited with respect to any Collateral hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 8, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among HPS Investment Partners, LLC, as Initial First Lien Collateral Agent and First Lien Representative, U.S. Bank Global Corporate Trust Limited, as Initial Second Lien Administrative Agent, and U.S. Bank Trustees Limited, as Initial Second Lien Representative. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated March 18, 2024, is made by the Person listed on the signature pages hereof (the “*Grantor*”) in favor of U.S. BANK TRUSTEES LIMITED, as Collateral Agent (as defined in the A&R Second Lien Credit Agreement referred to below).

Reference is made to the Amended and Restated Second Lien A&R Second Lien Credit Agreement, dated as of March 8, 2024 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*A&R Second Lien Credit Agreement*”), among FEMUR BUYER, INC., (“*Borrower*”), FEMUR INTERMEDIATE 3 INC., (“*Holdings*”), the Lenders party thereto from time to time, U.S. BANK GLOBAL CORPORATE TRUST LIMITED, as Administrative Agent, and U.S. BANK TRUSTEES LIMITED, as Collateral Agent. The Lenders have agreed to extend the maturity of the Existing Term Loans made to the Borrower and make certain other amendments subject to the terms and conditions set forth in the A&R Second Lien Credit Agreement on the terms and conditions set forth in the A&R Second Lien Credit Agreement.

Whereas, as a condition precedent to the Lenders entering into the A&R Second Lien Credit Agreement, the Grantor has executed and delivered that certain Amended and Restated Second Lien Security Agreement dated March 18, 2024, made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Terms defined in the A&R Second Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the A&R Second Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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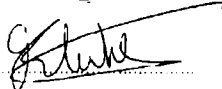
IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

ORCHID ORTHOPEDIC SOLUTIONS,
LLC, Grantor

By: 
Name: John Hakola
Title: Secretary

[Signature Page to Second Lien Trademark Security Agreement]

U.S. BANK TRUSTEES LIMITED, as
Collateral Agent

By: 
Name: **George Stubbs**
Title: **Authorised Signatory**

SCHEDULE A

Owner/Grantor	Registration Number	Trademark
Orchid Orthopedic Solutions, LLC	Reg. No. 5652676	OSSEOMATRIX
Orchid Orthopedic Solutions, LLC	Reg. No. 4662264	ORCHID (and Design) <i>ORCHID</i>
Orchid Orthopedic Solutions, LLC	Reg. No. 4411509	ASYMMATRIX
Orchid Orthopedic Solutions, LLC	Reg. No. 4317797	REDIPAK
Orchid Orthopedic Solutions, LLC	Reg. No. 6608794	ALTITUDE
Orchid Orthopedic Solutions, LLC	Reg. No. 6629544	ORCHID ALTITUDE