

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1269275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spinal Elements, Inc.		05/31/2024	Corporation: DELAWARE
Custom Spine Acquisition, Inc.		05/31/2024	Corporation: GEORGIA
RECEIVING PARTY DATA			
Company Name:	Perceptive Credit Holdings IV, LP		
Street Address:	51 Astor Place, 10th Floor		
Internal Address:	c/o Perceptive Advisors LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 77			
Property Type	Number	Word Mark	
Registration Number:	6672870	ACCESS. EFFICIENCY. SECURITY.	
Registration Number:	5115925	ALLOS	
Registration Number:	5479077	AMENDIA	
Registration Number:	3861582	BENVENUE MEDICAL	
Registration Number:	7093337	BLACK WIDOW	
Registration Number:	5019027	CERES	
Registration Number:	5188312	CLUTCH	
Registration Number:	6017756	CLUTCH	
Registration Number:	5456405	CREATING BALANCED SOLUTIONS	
Registration Number:	3141461	CRYSTAL	
Registration Number:	3137893	CUSTOM SPINE	
Registration Number:	6329443	DIMENSION	
Registration Number:	4819350	DUALFIX	
Registration Number:	4305880	GRIP QUICK	
Registration Number:	5822198	GUARDRAIL	
Registration Number:	4325815	HERO	
Registration Number:	5821289	INCORPORATE	

CH \$1940.00.00 88840538

Property Type	Number	Word Mark
Registration Number:	3894971	IO · FLEX
Registration Number:	3894970	IO · FLEX
Registration Number:	3887573	IOFLEX
Registration Number:	3887574	IO-FLEX
Registration Number:	4325974	KARMA
Registration Number:	6329412	KARMA
Registration Number:	6091210	KATANA
Registration Number:	6429283	KATANA
Registration Number:	4321982	LOTUS
Registration Number:	3330996	LUCENT
Registration Number:	6479936	LUCENT XP
Registration Number:	7232049	LUCENT XP ARC
Registration Number:	4983444	LUNA
Registration Number:	6755478	LUNA XD
Registration Number:	3868022	MAGNUM+
Registration Number:	3755192	MARQUISE
Registration Number:	3616685	MERCURY
Registration Number:	5515808	MICROBLADE SHAVER
Registration Number:	3926514	MICROBLADE SHAVER
Registration Number:	6672858	MIS ULTRA
Registration Number:	7013198	MIS ULTRA
Registration Number:	3958689	NEURO CHECK
Registration Number:	5121024	NEVOS
Registration Number:	6493807	OMEGA XP
Registration Number:	6502751	OMEGALIF
Registration Number:	6667165	OMEGALIF
Registration Number:	4476230	OPTIMUS
Registration Number:	6748154	ORBIT
Registration Number:	5115922	ORIOS
Registration Number:	6897192	ORIOS XT
Registration Number:	5251749	OVERWATCH
Registration Number:	5538312	PATHWAY ELIF
Registration Number:	5346125	PIRANHA
Registration Number:	6982248	POSTERIOR ALIF
Registration Number:	5115924	PROVENDA
Registration Number:	3895458	SAPPHIRE
Registration Number:	6609311	SAPPHIRE X
Registration Number:	4197853	SAVANNAH

Property Type	Number	Word Mark
Registration Number:	5509673	
Registration Number:	5509731	SPINAL ELEMENTS
Registration Number:	3446937	SE
Registration Number:	6487303	
Registration Number:	4252898	SPARTAN
Registration Number:	3383262	SPINAL ELEMENTS
Registration Number:	6503273	SPINAL ELEMENTS
Registration Number:	6755477	SUREGUIDE
Registration Number:	6629536	TALON SYSTEM
Registration Number:	6629535	TALON
Registration Number:	6563543	TELEGRAFT
Registration Number:	6616925	TELEGRAFT
Registration Number:	4320123	TI-BOND
Registration Number:	3869543	TURBO MIS
Registration Number:	7202944	VENTANA
Registration Number:	5157021	VERTEBEX
Registration Number:	4526670	VERTU
Registration Number:	4244851	ZEUS
Serial Number:	97389825	KARMA ARCUATE
Serial Number:	98434433	PRIMUS
Serial Number:	97301359	STYLOS BA
Serial Number:	98180580	TRAILBLAZER

CORRESPONDENCE DATA

Fax Number: 9494754754

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: (949)451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	74642-00001
NAME OF SUBMITTER:	STEPHANIE KANN
SIGNATURE:	STEPHANIE KANN
DATE SIGNED:	05/31/2024

Total Attachments: 9
source=Spinal Trademark Security Agreement (2)#page1.tif

source=Spinal Trademark Security Agreement (2)#page2.tif
source=Spinal Trademark Security Agreement (2)#page3.tif
source=Spinal Trademark Security Agreement (2)#page4.tif
source=Spinal Trademark Security Agreement (2)#page5.tif
source=Spinal Trademark Security Agreement (2)#page6.tif
source=Spinal Trademark Security Agreement (2)#page7.tif
source=Spinal Trademark Security Agreement (2)#page8.tif
source=Spinal Trademark Security Agreement (2)#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2024 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings IV, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as of May 31, 2024 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

SPINAL ELEMENTS, INC.

By: Chris Anderson
Name: Christopher Anderson
Title: Vice President

Address: 3115 Melrose Drive, Suite 200
Carlsbad, California 92010
San Diego County

CUSTOM SPINE ACQUISITION, INC.

By: Chris Anderson
Name: Chris Anderson
Title: President

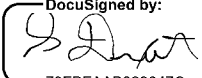
Address: 3115 Melrose Drive, Suite 200
Carlsbad, California 92010
San Diego County

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS IV, LP,

as Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

DocuSigned by:

By: _____
70FBFAAB029047C...
Name: Sandeep Dixit
Title: Chief Credit Officer

By: _____
Name: Sam Chawla
Title: Portfolio Manager

Address for Notices:
Perceptive Credit Holdings IV, LP
c/o Perceptive Advisors LLC
51 Astor place, 10th floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com;
PFOCReporting@perceptivelife.com

With a copy (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Attn: Jin Hee Kim
Tel.: (212) 351-5371
Email: JHKim@gibsondunn.com

Accepted and Agreed:

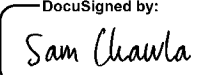
PERCEPTIVE CREDIT HOLDINGS IV, LP,
as Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By: _____

Name: Sandeep Dixit

Title: Chief Credit Officer

By:  _____
Name: Sam Chawla
Title: Portfolio Manager

Address for Notices:

Perceptive Credit Holdings IV, LP

c/o Perceptive Advisors LLC

51 Astor place, 10th floor

New York, NY 10003

Attn: Sandeep Dixit

Email: Sandeep@perceptivelife.com;

PFOCReporting@perceptivelife.com

With a copy (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP

200 Park Avenue

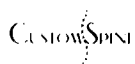
New York, NY 10166

Attn: Jin Hee Kim

Tel.: (212) 351-5371


Email: JHKim@gibsondunn.com

TRADEMARKSTrademark Registrations and Applications

MARK	APPLICATION/ REGISTRATION NUMBER	APPLICATION REGISTRATION DATE	OWNER OF RECORD	FILING LOCATION
ACCESS. EFFICIENCY. SECURITY.	Reg. 6672870	03/15/22	Spinal Elements, Inc.	USPTO
ALLOS	Reg. 5115925	01/03/17	Spinal Elements, Inc.	USPTO
AMENDIA	Reg. 5479077	05/29/18	Spinal Elements, Inc.	USPTO
BENVENUE MEDICAL	Reg. 3861582	10/12/10	Spinal Elements, Inc.	USPTO
BLACK WIDOW	Reg. 7093337	06/27/23	Spinal Elements, Inc.	USPTO
CERES	Reg. 5019027	08/09/16	Spinal Elements, Inc.	USPTO
CLUTCH	Reg. 5188312	04/18/17	Spinal Elements, Inc.	USPTO
CLUTCH	Reg. 6017756	03/24/20	Spinal Elements, Inc.	USPTO
CREATING BALANCED SOLUTIONS	Reg. 5456405	05/01/18	Spinal Elements, Inc.	USPTO
CRYSTAL	Reg. 3141461	09/12/06	Spinal Elements, Inc.	USPTO
	Reg. 3137893	09/05/06	Custom Spine Acquisition, Inc.	USPTO
DIMENSION	Reg. 6329443	04/20/21	Spinal Elements, Inc.	USPTO
DUALFIX	Reg. 4819350	09/22/15	Spinal Elements, Inc.	USPTO
GRIP QUICK	Reg. 4305880	03/19/13	Spinal Elements, Inc.	USPTO
GUARDRAIL	Reg. 5822198	07/30/19	Spinal Elements, Inc.	USPTO
HERO	Reg. 4325815	04/23/13	Spinal Elements, Inc.	USPTO
INCORPORATE	Reg. 5821289	07/30/19	Spinal Elements, Inc.	USPTO
iO·Flex	Reg. 3894971	12/21/10	Spinal Elements, Inc.	USPTO

iO·Flex	Reg. 3894970	12/21/10	Spinal Elements, Inc.	USPTO
IOFlex	Reg. 3887573	12/07/10	Spinal Elements, Inc.	USPTO
iO-Flex	Reg. 3887574	12/07/10	Spinal Elements, Inc.	USPTO
KARMA	Reg. 4325974	04/23/13	Spinal Elements, Inc.	USPTO
KARMA	Reg. 6329412	04/20/21	Spinal Elements, Inc.	USPTO
KARMA ARCUATE	Appl. 97389825	04/29/22	Spinal Elements, Inc.	USPTO
KATANA	Reg. 6091210	06/30/20	Spinal Elements, Inc.	USPTO
KATANA	Reg. 6429283	07/20/21	Spinal Elements, Inc.	USPTO
LOTUS	Reg. 4321982	04/16/13	Spinal Elements, Inc.	USPTO
LUCENT	Reg. 3330996	11/06/07	Spinal Elements, Inc.	USPTO
LUCENT XP	Reg. 6479936	09/07/21	Spinal Elements, Inc.	USPTO
LUCENT XP ARC	Reg. 7232049	11/28/23	Spinal Elements, Inc.	USPTO
LUNA	Reg. 4983444	06/21/16	Spinal Elements, Inc.	USPTO
LUNA XD	Reg. 6755478	06/07/22	Spinal Elements, Inc.	USPTO
MAGNUM+	Reg. 3868022	10/26/10	Spinal Elements, Inc.	USPTO
MARQUISE	Reg. 3755192	03/02/10	Spinal Elements, Inc.	USPTO
MERCURY	Reg. 3616685	05/05/09	Spinal Elements, Inc.	USPTO
MICROBLADE SHAVER	Reg. 5515808	07/10/18	Spinal Elements, Inc.	USPTO
MICROBLADE SHAVER	Reg. 3926514	03/01/11	Spinal Elements, Inc.	USPTO
MIS ULTRA	Reg. 6672858	03/15/22	Spinal Elements, Inc.	USPTO
MIS ULTRA	Reg. 7013198	03/28/23	Spinal Elements, Inc.	USPTO
NEURO CHECK	Reg. 3958689	05/10/11	Spinal Elements, Inc.	USPTO
NEVOS	Reg. 5121024	01/10/17	Spinal Elements, Inc.	USPTO

OMEGA XP	Reg. 6493807	09/21/21	Spinal Elements, Inc.	USPTO
OMEGALIF	Reg. 6502751	09/28/21	Spinal Elements, Inc.	USPTO
OMEGALIF	Reg. 6667165	03/08/22	Spinal Elements, Inc.	USPTO
OPTIMUS	Reg. 4476230	01/28/14	Custom Spine Acquisition, Inc.	USPTO
ORBIT	Reg. 6748154	05/31/22	Spinal Elements, Inc.	USPTO
ORIOS	Reg. 5115922	01/03/17	Spinal Elements, Inc.	USPTO
ORIOS XT	Reg. 6897192	11/08/22	Spinal Elements, Inc.	USPTO
OVERWATCH	Reg. 5251749	07/25/17	Spinal Elements, Inc.	USPTO
PATHWAY ELIF	Reg. 5538312	08/14/18	Spinal Elements, Inc.	USPTO
PIRANHA	Reg. 5346125	11/28/17	Spinal Elements, Inc.	USPTO
POSTERIOR ALIF	Reg. 6982248	02/14/23	Spinal Elements, Inc.	USPTO
PRIMUS	Appl. 98434433	03/05/24	Spinal Elements, Inc.	USPTO
PROVENDA	Reg. 5115924	01/03/17	Spinal Elements, Inc.	USPTO
SAPPHIRE	Reg. 3895458	12/21/10	Spinal Elements, Inc.	USPTO
SAPPHIRE X	Reg. 6609311	01/04/22	Spinal Elements, Inc.	USPTO
SAVANNAH	Reg. 4197853	08/28/12	Spinal Elements, Inc.	USPTO
	Reg. 5509673	07/03/18	Spinal Elements, Inc.	USPTO
	Reg. 5509731	07/03/18	Spinal Elements, Inc.	USPTO
	Reg. 3446937	06/10/08	Spinal Elements, Inc.	USPTO
	Reg. 6487303	09/14/21	Spinal Elements, Inc.	USPTO

SPARTAN	Reg. 4252898	12/04/12	Spinal Elements, Inc.	USPTO
SPINAL ELEMENTS	Reg. 3383262	02/12/08	Spinal Elements, Inc.	USPTO
SPINAL ELEMENTS	Reg. 6503273	09/28/21	Spinal Elements, Inc.	USPTO
STYLOS BA	Appl. 97301359	03/08/22	Spinal Elements, Inc.	USPTO
SUREGUIDE	Reg. 6755477	06/07/22	Spinal Elements, Inc.	USPTO
	Reg. 6629536	01/25/22	Spinal Elements, Inc.	USPTO
TALON	Reg. 6629535	01/25/22	Spinal Elements, Inc.	USPTO
TELEGRAFT	Reg. 6563543	11/16/21	Spinal Elements, Inc.	USPTO
TELEGRAFT	Reg. 6616925	01/11/22	Spinal Elements, Inc.	USPTO
TI-BOND	Reg. 4320123	04/16/13	Spinal Elements, Inc.	USPTO
TRAILBLAZER	Appl. 98180580	09/14/23	Spinal Elements, Inc.	USPTO
TURBO MIS	Reg. 3869543	11/02/10	Spinal Elements, Inc.	USPTO
VENTANA	Reg. 7202944	10/24/23	Spinal Elements, Inc.	USPTO
VERTEBREX	Reg. 5157021	03/07/17	Spinal Elements, Inc.	USPTO
VERTU	Reg. 4526670	05/06/14	Spinal Elements, Inc.	USPTO
ZEUS	Reg. 4244851	11/20/12	Spinal Elements, Inc.	USPTO