

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LDR Holding Corporation		01/31/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Escalate Capital I, L.P.
Street Address:	150 Almaden Blvd.
Internal Address:	Suite 925
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	77288500	ROI-T
Serial Number:	77288505	ROI-A
Serial Number:	77288558	ROI-MC+
Serial Number:	77288527	LDR ACADEMY
Serial Number:	77437874	VERTEBRIDGE
Serial Number:	77288519	MOBI

**CORRESPONDENCE DATA**

Fax Number: (858)638-5033  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 8586386733  
 Email: karen.johanson@dlapiper.com  
 Correspondent Name: DLA Piper LLP (US)  
 Address Line 1: 4365 Executive Drive, Suite 1100  
 Address Line 2: Attn: Karen Johanson

CH \$165.00 77288500

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 358110-9

NAME OF SUBMITTER: Troy Zander

Signature: /Troy Zander/

Date: 06/19/2009

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 31, 2007 by and between Escalate Capital I, L.P. ("Lender") and LDR HOLDING CORPORATION ("Borrower").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers hereunto duly authorized as of the first date written above.

**Address of Borrower:**

4038 W. Braker Lane, Suite 360  
Austin, TX 78759  
Attn: Chief Financial Officer  
Fax: (512) 344-3350

**BORROWER:**

**LDR HOLDING CORPORATION**

By: [Signature]  
Name: STEVEN L. WILKINSON  
Title: Secretary

**LENDER:**

**Address of Lender:**

150 Almaden Blvd., Suite 925  
San Jose, CA 95113  
Attention: Simon James  
Fax: (408) 200-0099

**ESCALATE CAPITAL L.L.P.,**  
a Delaware limited partnership

By: **Escalate Capital Management I,**  
its general partner

By: **EC Management I, L.P.,**  
a general partner

By: **Escalate Capital Management Co., LLC,**  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**Address of Borrower:**

4030 W. Braker Lane, Suite 360  
Austin, TX 78759  
Attn: Chief Financial Officer  
Fax: (512) 344-3350

**BORROWER:**

LDR HOLDING CORPORATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Address of Lender:**

150 Almaden Blvd., Suite 925  
San Jose, CA 95113  
Attention: Simon James  
Fax: (408) 200-0099

**LENDER:**

ESCALATE CAPITAL I, L.P.,  
a Delaware limited partnership

By: Escalate Capital Management I,  
its general partner

By: EC Management I, L.P.,  
a general partner

By: Escalate Capital Management Co., LLC,  
its general partner

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

Name: Tony Schell

Title: Member

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

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358110-00009

TRADEMARK  
REEL: 004008 FRAME: 0630

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ROI-T	77288500	9/25/07
ROI-A	77288505	9/25/07
ROI-MC+	77288558	9/25/07
LDR ACADEMY	77288527	9/25/07
VERTEBRIDGE	77437874	4/2/08
MOBI	77288519	9/25/07