

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spinematrix, Inc.		09/22/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Psilos Group Managers, LLC		
<b>Street Address:</b>	140 Broadway		
<b>Internal Address:</b>	51st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2432054	CERSR	
<b>Registration Number:</b>	3615785	SPINEMATRIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)799-5144		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027994144		
<b>Email:</b>	dctrademarks@dlapiper.com		
<b>Correspondent Name:</b>	Thomas E. Zutic		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	366837.14		
<b>NAME OF SUBMITTER:</b>	Thomas E. Zutic		
<b>Signature:</b>	/Thomas E. Zutic/		

OP \$65.00 2432054

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**TRADEMARK**  
**REEL: 004420 FRAME: 0587**

Date:

11/23/2010

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of September 22, 2010, is made by SpineMatrix, Inc., a Delaware corporation ("Grantor"), in favor of Psilos Group Managers, LLC, a Delaware limited liability company, as the duly authorized representative of the Lenders (defined below) under the Loan Agreement (defined below) (together with its successors and permitted assigns, the "Lender Representative"). Borrower and the Lender Representative are collectively referred to herein as the "Parties".

### RECITALS

A. The Parties are party to a Securities Purchase Agreement of even date herewith (as amended from time to time, the "Loan Agreement"), together with the lenders named therein from time to time (the "Lenders"), pursuant to which the Lenders have agreed to make a loan to Grantor.

B. The Parties are party to a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") under which the obligations owed by Grantor to the Lenders are secured.

C. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to the Lender Representative, for the benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Lender Representative, for the benefit of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Loan Agreement), to secure the payment of all amounts owing by Grantor under the Loan Agreement.

### AGREEMENT

1. In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to the Lender Representative, for the benefit of the Lenders (ratably according to the Outstanding Balances of their respective Notes), a continuing security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral"), including the following (whether presently existing or hereafter created or acquired):

a. each trademark, service mark and any applications therefor, including those listed in Schedule 1, together with any renewals thereof or related thereto in the United States and in foreign jurisdictions and all goodwill associated therewith, except that any U.S. intent-to-use applications will only be assigned after an acceptable amendment to allege use or a statement of use has been filed with the U.S. Patent and Trademark Office;

b. each trademark license, including those listed on Schedule 1, together with all goodwill associated therewith;

c. all proceeds of the items identified in Section 1(a)–(b), any claim by Grantor against third parties for past, present or future infringement, both presently known and unknown, of any trademark owned by Grantor (including those listed in Schedule 1), and any trademark registration issued pursuant to a trademark application listed in Schedule 1 (items identified in Section 1(a)–(c), collectively, being the "Trademark Collateral");

d. each patent, patent application and any future patent applications, including those listed in Schedule 2, together with any divisions, provisionals, reissues, continuations, continuations-in-part, renewals and extensions thereof in the United States and in foreign jurisdictions;

e. each patent license, including, those listed in Schedule 2, together with all goodwill associated therewith; and

f. all products and proceeds of the items identified in Section 1(d)–(e), any claim by Grantor against third parties for past, present or future infringement, both presently known and unknown, of any patent owned by Grantor (including those listed in Schedule 2), and any patent issued pursuant to a patent application listed in Schedule 2 (items identified in Section 1(d)–(f), collectively, being the “Patent Collateral”).

2. This security interest is granted in conjunction with the security interests granted to the Lender Representative, for the benefit of the Lenders, pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender Representative and the Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and Security Agreement, the terms and provisions of which are incorporated herein by reference.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

SPINEMATRIX, INC.

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

**Acknowledged:**

PSILOS GROUP MANAGERS, LLC

By: Jeffrey Kravitz  
Name: J. Kravitz  
Title: Managing Member

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004420 FRAME: 0591

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

SPINEMATRIX, INC.

By: \_\_\_\_\_  
Name: WILLIAM J CHELSTY  
Title: CEO

8/31/10

**Acknowledged:**

PSILOS GROUP MANAGERS, LLC

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



SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004420 FRAME: 0592**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

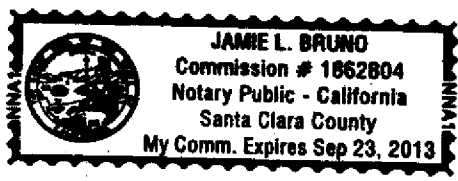
State of California

County of Santa Clara }

On 8/31/10 before me Jamie L Bruno, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared William Joseph Christy  
Name(s) of Signer(s)

**JAMIE L. BRUNO**  
 Commission # 1862804  
 Notary Public - California  
 Santa Clara County  
 My Comm. Expires Sep 23, 2013



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
 Signature Jamie L Bruno  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Patent & Trademark Security Agt

Document Date: 8/31/10 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

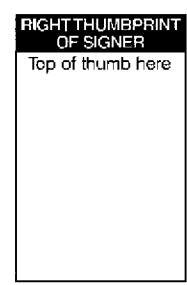
**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**SCHEDULE 1**  
**TRADEMARK COLLATERAL**

**Registered Trademarks & Pending Trademark Applications:**

<b>Trademark</b>	<b>Owner</b>	<b>Reg. No. or Serial No.</b>	<b>Jurisdiction</b>	<b>Goods/Services</b>	<b>Date of First Use / Reg. Date</b>
CERSR®	SpineMatrix, Inc.	2,432,054	U.S.	Medical apparatus	2/27/2001
SPINEMATRIX®	SpineMatrix, Inc.	3,615,785	U.S.	Medical diagnostic apparatus	5/5/2009

**Common Law Trademarks: N/A**

**Licenses, Sublicenses and Other Contracts to Use Third-Party Trademarks: N/A**

**Licenses, Sublicenses and Other Contracts to Use SpineMatrix, Inc. Trademarks: N/A**



**SCHEDULE 2**  
**PATENT COLLATERAL**

**Patents:**

U.S. Patents:

<b>Docket</b>	<b>Granted</b>	<b>Patent No.</b>	<b>Subject Matter</b>
FDT-001	12/21/1999	6,004,312	Diagnostic system
FDT-001 Div II	12/14/1999	6,002,957	Electrode array Support
FDT-001 Div I	4/4/2000	6,047,202	Electrode with pyramid tips
FDT-002	6/1/2004	6,745,062 B1	Flexible electrode array
FDT-002 Div1	7/5/2005	6,915,148 B2	Electrode with conical tips
FDT-002 Div2	12/6/2005	6,973,344 B2	Electrode array support
FDT-002 Div3	2/15/2005	6,856,833 B2	Method of positioning array
FDT-002 Div4	7/12/2005	6,917,825 B2	Method of using flexible array
FDT-002 Div5	10/24/2006	7,127,279 B2	Method of using flexible array
FDT-002 Div6	4/22/2008	7,363,069 B2	Method of using release sheet

Foreign Patents:

<b>Docket</b>	<b>Granted</b>	<b>Patent No.</b>	<b>Country</b>	<b>Subject Matter</b>
FDT-001 AU	12/7/2000	723456	Australia	Diagnostic system
FDT-001 CA	8/26/2003	2,281,731	Canada	Diagnostic system
FDT-001 IL	2/25/2005	132305	Israel	Diagnostic system
FDT-001 JP	4/25/2003	3,423,324	Japan	Diagnostic system
FDT-001 MX	12/31/2005	232469	Mexico	Diagnostic system
FDT-001 GB	3/4/2009	975260	UK	Diagnostic system
FDT-001 DE	3/4/2009	69840624.9	Germany	Diagnostic system
FDT-001 FR	3/4/2009	975260	France	Diagnostic system
FDT-002 GB	6/17/2009	1119287	UK	Flexible electrode array
FDT-002 DE	6/17/2009	69941005.3	Germany	Flexible electrode array
FDT-002 FR	6/17/2009	1119287	France	Flexible electrode array

**Patent Applications:**

<b>Docket</b>	<b>Application No.</b>	<b>Country</b>	<b>Subject Matter</b>
FDT-002 Div7	11/551,294	US	Flexible array +Release sheet
FDT-003 R	11/539,102	US	Determining Facet from Disc

**Licenses, Sublicenses and Other Contracts to Use Third-Party Patents: N/A**

**Licenses, Sublicenses and Other Contracts to Use SpineMatrix, Inc. Patents: N/A**