

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LDR Spine USA, Inc.		02/11/2011	CORPORATION: DELAWARE
LDR Holding Corporation		02/11/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Escalate Capital Partners SBIC I, L.P.
Street Address:	300 West Sixth St., Suite 2250
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3143342	BF+
Registration Number:	3379420	BF+ (PH)
Registration Number:	3155009	EASYSPINE
Registration Number:	3178069	LAMINOTOME
Registration Number:	3199531	LDR MEDICAL
Registration Number:	3175078	LDR SPINE
Registration Number:	3181693	MC+
Registration Number:	3197424	MOBI-C
Registration Number:	3616055	MOBIDISC
Registration Number:	3178068	ROI
Registration Number:	3573548	ROI-A
Registration Number:	3849660	ROI-C
Registration Number:	3573547	ROI-T

900185096

TRADEMARK
 REEL: 004487 FRAME: 0915

OP \$365.00 3143342

Registration Number:

3865700

SPINETUNE

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-758-1509

Email: wwalker@pattonboggs.com

Correspondent Name: Vicky Walker, Patton Boggs LLP

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

023854.0127

NAME OF SUBMITTER:

Vicky Walker, Senior Paralegal

Signature:

/Vicky Walker/

Date:

02/28/2011

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 11, 2011 by and among Escalate Capital Partners SBIC I, L.P. ("Lender"), LDR SPINE USA, INC. a Delaware corporation ("Opco"), and LDR HOLDING CORPORATION, a Delaware corporation ("Parent" and together with Opco, each a "Borrower," and collectively, jointly and severally, "Borrowers").

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 Borrowers 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, Borrowers have granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between such Borrower and Lender, such Borrower grants to Lender a security interest in all of such Person'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 such Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such 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 thereunto duly authorized as of the first date written above.

BORROWERS:

Address of Borrowers:

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

LDR SPINE USA, INC.

By: _____

Name: Christophe Lavigne

Title: President & CEO

LDR HOLDING CORPORATION

By: _____

Name: Christophe Lavigne

Title: President + CEO

LENDER:

Address of Lender:

300 West Sixth St., Suite 2250
Austin, TX 78701
Attention: Tony Schell
Fax: (512) 651-2101
Email: tony@escalatecapital.com

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

By: Escalate SBIC Capital Management, LLC,
its general partner

By: _____

Name: _____

Title: _____

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.

BORROWERS:

Address of Borrowers:

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

LDR SPINE USA, INC.

By: _____

Name: _____

Title: _____

LDR HOLDING CORPORATION

By: _____

Name: _____

Title: _____

LENDER:

Address of Lender:

300 West Sixth St., Suite 2250
Austin, TX 78701
Attention: Tony Schell
Fax: (512) 651-2101
Email: tony@escalatecapital.com

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

By: Escalate SBIC Capital Management, LLC,
its general partner

By: William A. Schell

Name: William A. Schell

Title: Member

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 004487 FRAME: 0919

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

See attached.

SCHEDULE 7
INTELLECTUAL PROPERTY

Applicant	IPC Class	IPC Class	IPC Class	Status	Priority	Pub No	Pub Date
LDR MEDICAL	MOBIDISC / MOBIC	(mais à sommet c)	LDR1/14/KR	Pending	France FR 04 04501 28/C KR	10-2006-7022408	28-avr-2005
LDR MEDICAL	MOBIDISC / MOBIC	(mais à sommet c)	LDR1/14/CN	Granted	France FR 04 04501 28/C CN	2005590316381.8	28-avr-2005
LDR MEDICAL	MOBIDISC / MOBIC	(mais à sommet c)	LDR1/14/RU	Granted	France FR 04 04501 28/C RU	20060141843	28-avr-2005
LDR MEDICAL	MOBIDISC / MOBIC	(mais à sommet c)	LDR1/14/IL	Pending	France FR 04 04501 28/C IL	178842	28-avr-2005
LDR MEDICAL	MOBIDISC / MOBIC	(mais à sommet c)	LDR1/14/BR	Pending	France FR 04 04501 28/C BR	P00510391-6	28-avr-2005
LDR MEDICAL	MOBIDISC / MOBIC	(mais à sommet c)	LDR1/14/EP	Pending	France FR 04 04501 28/C EP	05 732 786.0	28-avr-2005
LDR MEDICAL	ANATOMIQUE		LDR1/15/FR	Granted	France FR 04 13728		22-déc-2004
LDR MEDICAL	ANATOMIQUE		LDR1/15/US	Pending	France FR 04 13728 22/I US	11/108,276	18-avr-2005
LDR MEDICAL	ELEMENTS D'ADAPTATION ANATOMIQUE		LDR1/15/US/C1	Pending	France FR 04 13728 22/I US	11/108,276	18-avr-2005
LDR MEDICAL	ANATOMIQUE		LDR1/15/AU	Pending	France FR 04 13728 22/I AU	2005331894	14-déc-2005
LDR MEDICAL	ANATOMIQUE		LDR1/15/ZA	Granted	France FR 04 13728 22/I ZA	2007 040235	14-déc-2005
LDR MEDICAL	ANATOMIQUE		LDR1/15/CA	Pending	France FR 04 13728 22/I CA	2,591,976	14-déc-2005
LDR MEDICAL	ANATOMIQUE		LDR1/15/CN	Pending	France FR 04 13728 22/I CN	2005580047633.7	14-déc-2005
LDR MEDICAL	ANATOMIQUE		LDR1/15/KR	Pending	France FR 04 13728 22/I KR	2007 7014940	14-déc-2005
LDR MEDICAL	ANATOMIQUE		LDR1/15/IL	Pending	France FR 04 13728 22/I IL	194068	14-déc-2005
LDR MEDICAL	ANATOMIQUE		LDR1/15/JP	Pending	France FR 04 13728 22/I JP	2007 547711	14-déc-2005
LDR MEDICAL	ANATOMIQUE		LDR1/15/MX	Pending	France FR 04 13728 22/I MX	20070070485	14-déc-2005
LDR MEDICAL	ANATOMIQUE		LDR1/15/RU	Granted	France FR 04 13728 22/I RU	2007 124073	14-déc-2005
LDR MEDICAL	ELEMENTS D'ADAPTATION ANATOMIQUE		LDR1/15/EP	Pending	France FR 04 13728 22/I EP	05 857 774.3	14-déc-2005
LDR MEDICAL	INSTRUMENT D'IMPLANTATION		OBL LDR1/16/FR	Granted	France FR 05 06652		29-juin-2005
LDR MEDICAL	INSTRUMENT D'IMPLANTATION		OBL LDR1/16/US	Pending	France FR 05 06652 29/C US	11/760,868	13-jul-2005
LDR MEDICAL	INSTRUMENT D'IMPLANTATION		OBL LDR1/16/US/C1	Pending	France FR 05 06652 29/C US	11/760,868	13-jul-2005
LDR MEDICAL	INSTRUMENT D'IMPLANTATION		OBL LDR1/16/CN	Pending	France FR 05 06652 29/C CN	12/435,955	09-mai-2006
LDR MEDICAL	INSTRUMENT D'IMPLANTATION		OBL LDR1/16/JP	Pending	France FR 05 06652 29/C JP	2,0668E+11	28-juin-2006
LDR MEDICAL	INSTRUMENT D'IMPLANTATION		OBL LDR1/16/KR	Pending	France FR 05 06652 29/C KR	2008-519004	28-juin-2006
LDR MEDICAL	INSTRUMENT D'IMPLANTATION		OBL LDR1/16/EP	Pending	France FR 05 06652 29/C EP	2008-7002463	28-juin-2006
LDR MEDICAL	MOBIDISC (mais à plateaux décalés)		LDR1/17/FR	Granted	France FR 05 069740		28-juin-2006
LDR MEDICAL	MOBIDISC (mais à plateaux décalés)		LDR1/17/US	Pending	France FR 05 069740 23/C US	11/341,007	23-sep-05
LDR MEDICAL	MOBIDISC (mais à plateaux décalés)		LDR1/17/US/C1	Pending	France FR 05 069740 23/C US	11/341,007	23-sep-05
LDR MEDICAL	MOBIDISC (mais à plateaux décalés)		LDR1/17/EP	Pending	France FR 05 069740 23/C EP	808 881.4	23-sep-06
LDR MEDICAL	MOBIDISC (mais à plateaux décalés)		LDR1/17/CN	Pending	France FR 05 069740 23/C CN	2,0668E+11	23-sep-06
LDR MEDICAL	MOBIDISC (mais à plateaux décalés)		LDR1/17/BR	Pending	France FR 05 069740 23/C BR	P10616045-0	23-sep-06
LDR MEDICAL	MOBIDISC (mais à plateaux décalés)		LDR1/17/JP	Pending	France FR 05 069740 23/C JP	2008-531811	23-sep-06
LDR MEDICAL	MOBIDISC (mais à plateaux décalés)		LDR1/17/MX	Pending	France FR 05 069740 23/C MX	2008003527	23-sep-06
LDR MEDICAL	MOBIDISC (mais à plateaux décalés)		LDR1/17/KR	Pending	France FR 05 069740 23/C KR	10-2008-7009750	23-sep-06
LDR MEDICAL	MOBIDISC (mais à plateaux décalés)		LDR1/17/CA	Pending	France FR 05 069740 23/C CA	2,622,028	23-sep-06
LDR MEDICAL	MOBIDISC (mais à plateaux décalés)		LDR1/17/RU	Pending	France FR 05 069740 23/C RU	2008115935	23-sep-06
LDR MEDICAL	MOBIC (mais à ailette(s) et/ou aileron)		LDR1/18/FR	Granted	France FR 05 12133		30-nov-05
LDR MEDICAL	MOBIC (mais à ailette(s) et/ou aileron)		LDR1/18/US	Pending	France FR 05 12133 30/I US	11/862,253	24-fév-2006
LDR MEDICAL	MOBIC (mais à ailette(s) et/ou aileron)		LDR1/18/FR/DIV	Granted	France FR 06 02522		30-nov-05
LDR MEDICAL	MOBIC (mais à ailette(s) et/ou aileron)		LDR1/18/EP	Pending	France FR 05 12133 30/I EP	06 831 609.0	30-nov-06
LDR MEDICAL	MOBIC (mais à ailette(s) et/ou aileron)		LDR1/18/BR	Pending	France FR 05 12133 30/I BR	2,0068E+11	30-nov-06
LDR MEDICAL	MOBIC (mais à ailette(s) et/ou aileron)		LDR1/18/KR	Pending	France FR 05 12133 30/I KR	10-2008-7015824	30-nov-06
LDR MEDICAL	IMPLANT TRANSFORMINAL (T-LIF)		LDR1/19/FR	Granted	France FR 06 01315		15-fév-2006
LDR MEDICAL	IMPLANT TRANSFORMINAL (T-LIF)		LDR1/19/RU	Granted	France FR 06 01315 15/C RU	11/378,165	17-mars-2006
LDR MEDICAL	IMPLANT TRANSFORMINAL (T-LIF)		LDR1/19/US	Pending	France FR 06 01315 15/C US	P10707919-2	15-fév-2007
LDR MEDICAL	IMPLANT TRANSFORMINAL (T-LIF)		LDR1/19/BR	Pending	France FR 06 01315 15/C BR	20076000895.X	15-fév-2007
LDR MEDICAL	IMPLANT TRANSFORMINAL (T-LIF)		LDR1/19/CN	Pending	France FR 06 01315 15/C CN	2008-542600	15-fév-2007
LDR MEDICAL	IMPLANT TRANSFORMINAL (T-LIF)		LDR1/19/US/2PCT	Pending	France FR 06 01315 15/C FR	12/279,564	15-fév-2007
LDR MEDICAL	IMPLANT TRANSFORMINAL (T-LIF)		LDR1/19/JP	Pending	France FR 06 01315 15/C JP	2008-554874	15-fév-2007
LDR MEDICAL	IMPLANT TRANSFORMINAL (T-LIF)		LDR1/19/KR	Pending	France FR 06 01315 15/C KR	2008-7022303	15-fév-2007
LDR MEDICAL	IMPLANT TRANSFORMINAL (T-LIF)		LDR1/19/EP	Pending	France FR 06 01315 15/C EP	773982.9	15-fév-2007
LDR MEDICAL	SYSTEME DYNAMIQUE (barre à fonction)		LDR1/20/FR	Granted	France FR 06 11198		21-déc-2005
LDR MEDICAL	SYSTEME DYNAMIQUE (barre à fonction)		LDR1/20/US	Pending	France FR 06 11198 21/I US	11/672,745	08-fév-2007
LDR MEDICAL	SYSTEME DYNAMIQUE (barre à fonction)		LDR1/20/CA	Pending	France FR 06 11198 21/I CA	2,669,905	21-déc-2007
LDR MEDICAL	SYSTEME DYNAMIQUE (barre à fonction)		LDR1/20/KR	Pending	France FR 06 11198 21/I KR	10-2009-7013313	21-déc-2007
LDR MEDICAL	SYSTEME DYNAMIQUE (barre à fonction)		LDR1/20/JP	Pending	France FR 06 11198 21/I JP	2008-542600	21-déc-2007
LDR MEDICAL	SYSTEME DYNAMIQUE (barre à fonction)		LDR1/20/BR	Pending	France FR 06 11198 21/I BR	2009-702494-9	21-déc-2007
LDR MEDICAL	SYSTEME DYNAMIQUE (barre à fonction)		LDR1/20/EP	Pending	France FR 06 11198 21/I EP	0720494-9	21-déc-2007
LDR MEDICAL	SYSTEME DYNAMIQUE (barre à fonction)		LDR1/20/MX	Granted	France FR 06 11198 21/I MX	2009006788	21-déc-2007

EXHIBIT C

Trademarks

See attached.

**LDR Registered Trademarks
as of 1/5/2011**

Trademark	Country	Registration No.	Current Reg Date	Renewal Date
BF+	United States	3.143.342	9/12/2006	9/12/2016
BF+	France	04 3 318 563	3/25/2005	10/31/2014
BF+(PH)	United States	3.379.420	2/5/2008	2/5/2018
CERVIDISC	France	03 3 207 032	8/8/2003	1/30/2013
CPLATE	Germany	30 2009 063 116	3/8/2010	10/31/2019
CPLATE	France	93686580	4/2/2010	10/31/2019
EASYSPINE	United States	3.155.009	10/10/2006	10/10/2016
EASYSPINE	Community Trademark	6638472	2/4/2008	2/28/2018
EASYSPINE	Japan	5238658	6/12/2009	6/12/2019
EASYSPINE	France	01 3 105 714	6/14/2001	6/14/2011
LAMINOTOME	United States	3.178.069	11/28/2006	11/28/2016
LDR MEDICAL	France	01 3 128 195	10/26/2001	10/26/2011
LDR MEDICAL	United States	3.199.531	1/16/2007	1/16/2017
LDR SPINE	United States	3.175.078	11/21/2006	11/21/2016
MC+	United States	3,181,693	12/5/2006	12/5/2016
MC+	France	00 3 034 192	4/25/2003	11/5/2012
MOBI	Australia	1303543	6/9/2009	6/9/2019
MOBI	Japan	5203136	2/6/2009	2/6/2019
MOBI	Turkey	2009/30229	6/1/2010	6/30/2019
MOBI-C	United States	3.197.424	1/9/2007	1/9/2017
MOBI-C	France	04 3 304 774	12/31/2004	7/31/2014
MOBI-C	Australia	1303542	6/9/2009	6/9/2019
MOBI-C	Turkey	2009 30235	6/23/2010	6/30/2019
MOBIDISC	United States	3.616.055	5/5/2009	5/5/2019
MOBIDISC	China P.R.	7494340	10/21/2010	10/20/2020
MOBIDISC	France	02 3 170 253	6/20/2002	6/20/2012
MOBIDISC	Japan	5200759	1/30/2009	1/30/2019
MOBIDISC	Australia	1303544	6/6/2009	6/9/2019
MOBIDISC	Turkey	2009/30237	6/23/2010	6/30/2019
MOBIDISC	Korea South	40-0834255	8/26/2010	8/26/2020
ROI	United States	3.178.068	11/28/2006	11/28/2016
ROI	Japan	5323509	5/14/2010	5/14/2020
ROI-A	United States	3.573.548	2/10/2009	2/10/2019
ROI-C	United States	3.849.660	9/21/2010	9/21/2020
ROI-T	United States	3.573.547	2/10/2009	2/10/2019
SPINETUNE	United States	3.865.700	10/19/2010	10/19/2020
SPINETUNE	France	93686574	4/2/2010	10/31/2019
SPINETUNE	Germany	30 2009 063 117	4/14/2010	10/31/2019
VERTEBRIDGE	Community Trademark	7249865	6/11/2009	9/30/2018
VERTEBRIDGE	Japan	5300665	2/12/2010	2/12/2020

TRADEMARK

RECORDED: 02/28/2011

REEL: 004487 FRAME: 0929