

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
Amendia, Inc.		05/01/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Medline Industries, Inc.		
Street Address:	One Medline Place		
City:	Mundelein		
State/Country:	ILLINOIS		
Postal Code:	60060		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85173161	A	
Serial Number:	85135485	AMENDIA	
Serial Number:	85551780	CAVIMEND	
Serial Number:	85535592	DIAMOND	
Serial Number:	85339636	GRIP QUICK	
Serial Number:	85535612	PHENIX	
Serial Number:	85513084	SAVANNAH	
Serial Number:	85513118	SPARTAN	
Serial Number:	85173165	THE ELEMENTS OF HEALING	
Serial Number:	85529796	THOR	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$265.00 85173161

Phone: 3125212775
Email: ipdocket@muchshelist.com
Correspondent Name: Adam K Sacharoff
Address Line 1: 191 N Wacker Drive, Suite 1800
Address Line 2: Much Shelist, PC
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 6053100.0026

NAME OF SUBMITTER: Adam K Sacharoff

Signature: /aks/

Date: 05/03/2012

Total Attachments: 16

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ALL LIENS GRANTED TO SECURED PARTY UNDER THIS AGREEMENT ARE SUBORDINATED TO THE LIENS OF ATLANTIC CAPITAL BANK PURSUANT TO THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT AMONG SECURED PARTY, ATLANTIC CAPITAL BANK AND DEBTOR DATED AS OF MAY 1, 2012, AS AT ANY TIME AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") dated as of May 1, 2012 (the "**Effective Date**"), is executed by Medline Industries, Inc., an Illinois corporation ("**Secured Party**"), and Amendia, Inc., a Georgia corporation ("**Debtor**").

RECITALS

A. Debtor is indebted to Secured Party, as evidenced by that certain Secured Convertible Note of Debtor, dated as of this date, in the amount of \$2,500,000 (the "**Note**").

B. As a condition to extending the credit contemplated by the Note, Secured Party has required that Debtor execute and deliver this Agreement and pledge to the Secured Party, and grant to the Secured Party a security interest in, the Pledged Collateral (as defined herein) in order to secure the payment and performance by the Debtor of all of its liabilities and obligations under the Note (collectively, the "**Obligations**").

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Security Interests. To secure the complete and timely payment, performance and observance of the Obligations, Debtor hereby grants to the Secured Party a continuing second priority and perfected security interest in all of the property of Debtor which is now or hereafter becomes intellectual property of the Debtor (collectively, the "**Pledged Collateral**"), whether now owned or existing or hereafter acquired. Without limitation, the Pledged Collateral shall include all of the following, to the extent now owned or existing or hereafter arising or acquired:

(a) All patents and patent applications, and all patent licenses therefor, which shall include, without limitation, the patents listed on Exhibit A attached hereto; and (i) all renewals thereof, (ii) all products and proceeds, income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, (iii) all goodwill of Debtor's business symbolized by the foregoing and connected therewith and (iv) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (a) are collectively referred to as the "**Patents**").

(b) All copyrights, whether or not the underlying works of authorship have been published, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, any copyrights listed on Exhibit B attached hereto; and (i) all renewals thereof, (ii) all products, proceeds, income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, (iii) all goodwill of Debtor's business symbolized by the foregoing and connected

therewith and (iv) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (b) are collectively referred to as the "**Copyrights**"); and

(c) All Trademarks and service marks, all registrations and recordings thereof and all applications in connection therewith, and all trademark licenses thereto including, without limitation, any listed on Exhibit C attached hereto; and (i) all renewals thereof, (ii) all products, proceeds, income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, (iii) all goodwill of Debtor's business symbolized by the foregoing and connected therewith and (iv) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (c) are collectively referred to as the "**Trademarks**");

(d) All other tangible and intangible information, including, without limitation, data, results, formula, designs, specifications, method, processes, techniques, ideas, discoveries, technical information, process information, clinical information and other information, and all licenses therefor, which shall include, without limitation, (i) all products and proceeds, income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, (ii) all goodwill of Debtor's business symbolized by the foregoing and connected therewith and (iii) the right to sue for past, present and future infringements of any of the foregoing.

2. Warranties and Representations. Debtor represents and warrants to the Secured Party that:

(a) None of the Pledged Collateral has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Pledged Collateral been cancelled in whole or in part and each such Trademark, Copyright and Patent is presently subsisting;

(b) Except for the security interest granted to Atlantic Capital Bank, a Georgia bank (the "**Senior Lender**"), pursuant to that certain Loan Agreement, dated October 28, 2011, as amended by the First Amendment to Loan Agreement, dated March 16, 2012, as may be further amended, restated, supplemented or otherwise modified from time to time (the "**Senior Loan Agreement**") and the other documents executed in connection therewith, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Pledged Collateral, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by a Debtor not to sue third persons.

(c) Except as set for in Schedule 3.10 of the Securities Purchase Agreement dated as of this date between the Debtor and Secured Party, the Debtor has no notice of any suits or actions commenced or, to the Debtor's knowledge, threatened with reference to the Pledged Collateral; and

(d) The Debtor has the unqualified right to execute and deliver this Agreement and perform in accordance with its terms.

3. Restrictions on Future Agreements. Until the Obligations are paid in full, the Debtor will not, without the prior written consent of the Secured Party, sell, assign or license its interest in the

Pledged Collateral or enter into any other agreement with respect to the Pledged Collateral which would affect the validity or enforcement of the rights transferred to the Secured Party under this Agreement.

4. New Trademarks, Copyrights, Patents and Licenses. The Debtor represents and warrants to the Secured Party that, based on a diligent investigation by the Debtor, the Patents listed on Exhibit A, the Copyrights listed on Exhibit B, and the Trademarks listed on Exhibit C constitute all of the Intellectual Property now owned by Debtor. If, before the Obligations are paid in full, Debtor (a) becomes aware of any existing Trademark, Copyright or Patent of which the Debtor has not previously informed the Secured Party or (b) becomes entitled to the benefit of any Trademark, Copyright or Patent which benefit is not in existence on the date hereof, and in either case Pledged Collateral, then the provisions of this Agreement will automatically apply thereto and the Debtor will give to Secured Party prompt written notice thereof. The Debtor hereby authorizes the Secured Party to modify this Agreement by amending the Exhibits hereto to include any such Trademark, Copyright or Patent and to file a duplicate original of this Agreement containing the amended Exhibits.

5. Term. The term of this Agreement shall continue until the Obligations are indefeasibly paid in full.

6. Release of Security Agreement. This Agreement is made for collateral purposes only. Upon satisfaction and discharge of the Obligations in full, the Secured Party will take such actions as may be reasonably necessary to terminate the security interests created hereby.

7. Duties of Debtor. The Debtor will (a) file and prosecute all pending applications relating to the Pledged Collateral, (b) preserve and maintain all of their rights in the Pledged Collateral and (c) ensure that the Pledged Collateral is and remains enforceable, subject to applicable bankruptcy law. Notwithstanding the foregoing, the Debtor will not be obligated to perform the duties set forth in the foregoing subsections (a) through (c) of this Section 7 if the Debtor determines in its reasonable discretion, in consultation with the Secured Party, that such duties are not practical and that the applicable Pledged Collateral is not of material benefit or does not have material value to the Debtor. Any expenses incurred under this Section 7 will be borne by the Debtor.

8. Secured Party's Right to Sue. After the occurrence of a Default Event and during the continuance thereof and subject to the Subordination and Intercreditor Agreement, the Secured Party will have the right, but will in no way be obligated, to bring suit in its own name to enforce the Pledged Collateral and, if the Secured Party commences any such suit, the Debtor will, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses, including reasonable attorneys' fees and costs, incurred by the Secured Party in the exercise of its rights under this Section 8.

9. Waivers. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under the Note will operate as a waiver thereof; nor will any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Modification. No amendment, modification, termination, discharge or waiver of any provision of this Agreement or consent to any departure by the Debtor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Secured Party, and then such waiver or consent shall be effective only for the specific purpose for which given.

11. Default Events. The occurrence of an "Event of Default" as defined in the Note, or a "Default Event" as defined in the that certain Agreement dated as of this date (the "**Blanket Security Agreement**") between Debtor and Secured Party, shall constitute a "**Default Event**" under this Agreement.

12. Remedies. Upon the occurrence of a Default Event and subject to the Subordination and Intercreditor Agreement, Secured Party will have, in addition to all other rights and remedies given it by the terms of this Agreement, the Blanket Security Agreement, and the Note, all rights and remedies allowed by law and equity and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois, from time to time.

13. Expenses. All expenses incurred in connection with the performance of this Agreement will be borne by the Debtor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, including reasonable attorneys' fees and legal expenses, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Pledged Collateral or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Collateral will be borne by and paid by the Debtor and until paid will constitute Obligations.

14. Successors and Assigns. This Agreement will be binding upon the Debtor and its successors and assigns, and will inure to the benefit of the Secured Party, its successors, nominees and assigns, provided, however, that Debtor shall not be entitled to assign or otherwise transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of the Secured Party.

15. Enforceability. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision will, as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

16. Survival. All covenants, agreements, representations and warranties made by the Debtor herein will, notwithstanding any investigation by the Secured Party, be deemed material and relied upon by the Secured Party and shall survive the making and execution of this Agreement and the issuance of the Note, and shall be deemed to be continuing representations and warranties until such time as the Debtor has fulfilled all of their Obligations to the Secured Party, and the Secured Party has been paid in full. The Secured Party, in extending financial accommodations to the Debtor, is expressly acting and relying on the aforesaid representations and warranties.

17. Choice of Law. This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of Illinois, except to the extent that the Code provides for the application of the law of the Debtor states, irrespective of the fact that one or more of the parties now is, or may become, a resident of a different state or country. Service of process for any claim which arises under this agreement shall be valid if mailed to the party being served, by first-class air mail, Federal Express, UPS, or another carrier, to the addresses and as otherwise set forth in Section 18 below. If service of process is made as aforesaid, the party served agrees that such service shall constitute valid service, and specifically waives and agrees not to plead any objections the party served may have under any state or federal law or rule concerning service of process. Service of process in accordance with this

section shall be in addition to and not to the exclusion of any other service of process method legally available.

18. Notices. All notices and communications under this Agreement shall be a record and shall be (i) delivered in person, or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case as follows:

To Debtor: Amenda, Inc.
1755 West Oak Parkway
Marietta, Georgia 30062
Attention: Michael F. Rozmajzl
Fax: 1-866-794-6420

To Secured Party: Medline Industries, Inc.
One Medline Place
Mundelein, IL 60060
Attn: General Counsel
Fax: (847) 949-2633

Copy to: Much Shelist
191 N. Wacker Drive, Suite 1800
Chicago, Illinois 60606
Attention: Mitchell Roth, Esq.
Fax: 312.521.2377

or in such other manner or to such other address, as to either of the parties hereof, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section 18 shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, or (ii) if sent by registered or certified mail, on the third Business Day following the day sent.

19. Headings. Section headings used herein are for convenience only and will not modify the provisions which they precede.

20. Further Assurances. Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Secured Party may reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein, including, without limitation, to perfect, record or otherwise evidence Secured Party's security interest in the Pledged Collateral in any jurisdiction.

21. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

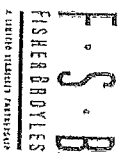
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EXHIBIT A

PATENTS

Patents by Company - List

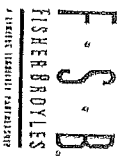
Amendia, Inc.



Patent:	Jurisdiction:	Application No:	Patent No:	Status:	Patent Type:	Filing Basis:
A PEDICLE DRILL GUIDE FOR SPINAL SURGERY	WIPO	PCT/US2012/030644		Pending	PCT	Original
A PEDICLE DRILL GUIDE FOR SPINAL SURGERY	USA	13/430802		Pending	Utility	Original
A PEDICLE DRILL GUIDE FOR SPINAL SURGERY	USA	61/466310		Expired	Provisional Utility	Provisional
BONE GRAFT	USA	13/303811		Pending	Utility	Original
BONE GRAFT	WIPO	PCT/US2012/021473		Pending	PCT	Original
BONE IMPLANTS AND METHOD OF MANUFACTURE	USA	13/303944		Pending	Utility	Original
BONE IMPLANTS AND METHOD OF MANUFACTURE	WIPO	PCT/US2012/021476		Pending	PCT	Original
BONE SCREW RETAINING AND REMOVAL SYSTEM	USA	12/791899		Pending	Utility	Continuation in Part
BONE SCREW SYSTEM	USA	12/957965		Pending	Utility	Original
BONE SCREW SYSTEM	WIPO	PCT/US11/47704		Pending	PCT	Original
BONE SCREW SYSTEM	USA	61/577247		Pending	Provisional Utility	Provisional
PERCUTANEOUS ARTHRODESIS METHOD	WIPO	PCT/US2011/058737		Pending	PCT	Original
PERCUTANEOUS ARTHRODESIS METHOD	USA	61/316069		Expired	Utility	Provisional
PERCUTANEOUS ARTHRODESIS METHOD AND SYSTEM	USA	13/028310		Pending	Utility	Original
SPINAL FUSION SYSTEM	USA	13/225708		Pending	Utility	Original
SPINAL IMPLANT	USA	13/294544		Published	Utility	Continuation

Patents by Company - List

Amendia, Inc.



Patent:	Jurisdiction:	Application No:	Patent No:	Status:	Patent Type:	Filing Basis:
TRANSVERSE CROSSLINK DEVICE	USA	13/336871		Pending	Utility	Original
						Total
						17

EXHIBIT B
COPYRIGHTS

EXHIBIT C
TRADEMARKS

Trademarks by Company - List



Amendia, Inc.

Trademark:	Jurisdiction:	Application:	Registration:	Reg. Type:	Filing Basis:	Status:
A (stylized and/or design mark)	USA	85173161	4,040,877	Principal Register	Use	Registered
AMENDIA	USA	85135485		Principal Register	Use	Published
CAVIMEND	USA	85/651780			Intent to Use	Pending
DIAMOND	USA	85/636592			Use	Pending
Grip Quick	USA	85/339636		Principal Register	Intent to Use	Published
PHENIX	USA	85/636612			Use	Pending
Savannah	USA	85513084		Principal Register	Use	Pending
Spartan	USA	85513118		Principal Register	Use	Pending
The Elements of Healing	USA	85173165	4073005	Principal Register	Use	Registered
THOR	USA	85/529796			Intent to Use	Pending

Trademarks by Company - List

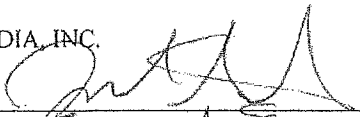
Amendia, Inc.

Trademark:	Jurisdiction:	Application:	Registration:	Reg. Type:	Filing Basis:	Status:
A (stylized and/or design mark)	USA	85173161	4,040,877	Principal Register	Use	Registered
AMENDIA	USA	85135485		Principal Register	Use	Published
CAVIMEND	USA	85/551780			Intent to Use	Pending
DIAMOND	USA	85/535592			Use	Pending
Grip Quick	USA	85/339636		Principal Register	Intent to Use	Published
PHENIX	USA	85/535612			Use	Pending
Savannah	USA	85513084		Principal Register	Use	Pending
Spartan	USA	85513118		Principal Register	Use	Pending
The Elements of Healing	USA	85173165	4073005	Principal Register	Use	Registered
THOR	USA	85/529796			Intent to Use	Pending

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first above written.

DEBTOR:

AMENDIA, INC.

By: 
Name: Jeffrey A. Olson
Its: CEO

SECURED PARTY:

MEDLINE INDUSTRIES, INC.

By: _____
Name: _____
Its: _____

STATE OF GEORGIA)
) SS
COUNTY OF)

The foregoing Intellectual Property Security Agreement was acknowledged before me this 1st
day of May, 2012 by Jeffrey A. Smith, personally known to me to be the
of Amendia, Inc., a Georgia corporation, on behalf of such corporation.

ESTHER M DREW
NOTARY PUBLIC
COBB COUNTY, STATE OF GEORGIA
MY COMMISSION EXPIRES 04/22/14

Esther M Drew
Notary Public

Cobb County, Georgia

My commission expires: 04/22/14

TRADEMARK

REEL: 004771 FRAME: 0578

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first above written.

DEBTOR;

AMENDIA, INC.

By: _____
Name: _____
Its: _____

SECURED PARTY:

MEDLINE INDUSTRIES, INC.

By: _____
Name: John A. Gosh
Its: CEO

STATE OF ILLINOIS)
) SS
COUNTY OF Lake)

The foregoing Intellectual Property Security Agreement was acknowledged before me this _____
day of April 30, 2012 by John Gruber, personally known to me to be the
CEO of Medline Industries, Inc., an Illinois corporation, on behalf of such
corporation.

[Handwritten signature]

Notary Public

Lake County, Illinois

My commission expires: 5/8/2013

