

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		04/25/2012	CORPORATION: DELAWARE
LDR Spine USA, Inc.		04/25/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Austin Ventures VIII L.P.
Street Address:	300 WEST SIXTH STREET
Internal Address:	SUITE 2300
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	85138753	AVENUE
Serial Number:	77851275	C-PLATE
Serial Number:	77288505	ROI-A
Serial Number:	77886510	ROI-C
Serial Number:	77288500	ROI-T
Serial Number:	77851274	SPINETUNE
Serial Number:	85021689	VERTEBRIDGE
Serial Number:	78514837	LDR SPINE
Serial Number:	78514818	MOBIDISC
Serial Number:	78514826	MOBI-C
Serial Number:	78514787	ROI
Serial Number:	78514813	BF+
Serial Number:	78739474	BF+ (PH)

CH \$440.00 85138753

Serial Number:	78514775	EASYSPINE
Serial Number:	78514803	LAMINOTOME
Serial Number:	78514843	LDR MEDICAL
Serial Number:	78514794	MC+

**CORRESPONDENCE DATA**

Fax Number: 5124814913  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 512-320-9313  
Email: ccuellar@akllp.com  
Correspondent Name: Cassandra Cuellar, Andrews Kurth LLP  
Address Line 1: 111 Congress Avenue  
Address Line 2: Suite 1700  
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	198422
NAME OF SUBMITTER:	Cassandra Cuellar
Signature:	/Cuellar-AT/
Date:	05/08/2012

Total Attachments: 23  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT FOR COPYRIGHTS, PATENTS AND TRADEMARKS

This Intellectual Property Security Agreement for Copyrights, Patents and Trademarks (“*Agreement*”) dated April 25, 2012 is between LDR Holding Corporation (the “*Company*”) and LDR Spine USA, Inc. (“*Spine*” together with the Company, “*Debtor*”) and Austin Ventures VIII L.P (“*Collateral Agent*”), on behalf of the Secured Parties (as hereinafter defined).

### RECITALS:

A. Collateral Agent and other Secured Parties will make advances (“*Loans*”) to the Company and LDR Médical S.A.S., a French corporation (“*Médical*”) as described in the Note Purchase Agreement dated of even date herewith between Debtor, Médical, Collateral Agent, and the other Investors (the “*Secured Parties*”) named therein (the “*Note Agreement*”); provided that, as a condition to such advances, Debtor is required to grant Collateral Agent, on behalf of the Secured Parties and in accordance with the terms of the Note Agreement, a security interest in its intellectual property, including copyrights, patents and trademarks.

B. Debtor has granted Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest, presently existing or later acquired, in and to all the Collateral described in the Security Agreement dated of even date herewith (the “*Security Agreement*”) executed by Debtor and Collateral Agent contemporaneously with the Note Agreement.

### AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, and intending to be legally bound, the parties hereto mutually agree as follows:

#### 1. Definitions.

Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement. In addition, the following terms, as used in this Agreement, have the following meanings:

“*Agreement*” shall have the meaning given to it in the Preamble.

“*Collateral Agent*” shall have the meaning given to it in the Preamble.

“*Company*” shall have the meaning given to it in the Preamble.

“*Debtor*” shall have the meaning given to it in the Preamble.

“*Event of Default*” shall have the meaning given to it in the Notes.

“*Intellectual Property Collateral*” means:

(i) Each of the patents and patent applications now or hereafter existing, created, acquired or held by Debtor (including all of Debtor's right, title, and interest, in and to the patents and patent applications listed on Exhibit A, attached hereto, as the same may be updated hereafter from time to time), in whole or in part, and all patent rights with respect thereto throughout the world, including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(ii) All of Debtor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(iii) Each of the trademarks and rights and interest which are capable of being protected as trademarks, and applications to register the same (including all of Debtor's right to the trademark registrations listed on Exhibit B, attached hereto, as the same may be updated hereafter from time to time and all other trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), now or hereafter existing, created, acquired or held by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all goodwill associated therewith and all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(iv) All of Debtor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(v) All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof and rights and interest which are capable of being protected as copyrights (including all of Debtor's right to the copyright registrations listed on Exhibit C, attached hereto, as the same may be updated hereafter from time to time), now or hereafter existing, created, acquired or held by Debtor, in whole or in part, including all proceeds thereof (including license royalties and proceeds of infringement suits);

(vi) All of Debtor's right, title and interest to register copyrights under any state or federal copyright law or regulation of any foreign country and to apply for copyright registrations, the right (without obligation) to sue in the name of Debtor for past, present, and future infringements of the copyrights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) All general intangibles relating to the foregoing, including, without limitation, goodwill, license agreements, purchase orders, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights and rights to payment of any kind all claims for damages by way of any past, present and future infringement with respect to any of the items set forth in paragraphs (i), (ii), (iii), (iv), (v), and (vi); and

(viii) All proceeds of any and all of the foregoing (including, without limitations, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

Notwithstanding the foregoing, "Intellectual Property Collateral" shall not include any license, property or contract right (i) the granting of a security interest in which would be prohibited by law or (ii) to the extent that such rights are nonassignable by their terms (but only to the extent such prohibition is enforceable under applicable law, including, without limitation, Section 9.318(d) of the UCC (as defined in the Security Agreement)) without the consent of the licensor or other party (but only to the extent such consent has not been obtained).

"*Loans*" shall have the meaning given to it in the Recitals.

"*Note Agreement*" shall have the meaning given to it in the Recitals.

"*Secured Parties*" shall have the meaning given to it in the Recitals.

"*Security Agreement*" shall have the meaning given to it in the Recitals.

2. **Grant of Security Interest.**

Debtor hereby grants Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Debtor's right, title, and interest in and to the Intellectual Property Collateral to secure the Obligations. Notwithstanding the foregoing, all of the rights and remedies of the Secured Parties hereunder shall be subject to the subordination provisions of the Notes and the Médical Notes, the Subordination Agreement and any other subordination agreement entered into with any Senior Lenders.

This security interest is granted in conjunction with the security interest granted under the Security Agreement. Collateral Agent's rights and remedies under this Agreement are in addition to those in the Note Agreement, the Security Agreement and those available in law or equity. Collateral Agent's rights, powers and interests are cumulative with every right, power or remedy provided hereunder. Collateral Agent's exercise of its rights, powers or remedies provided in this Agreement, the Note Agreement or any other Transaction Document (as defined in the Note Agreement) does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies Collateral Agent may have.

3. **Patents; Trademarks; Service Marks.**

Debtor hereby represents, warrants, and covenants that:

(a) A true and complete schedule setting forth all patent and patent applications owned or controlled by Debtor, together with a summary description in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit A (which Exhibit may also contain patents and patent applications owned or controlled by parties related to Debtor, as noted therein).

(b) A true and complete schedule setting forth all federal and state trademark and service mark registrations owned or controlled by Debtor, together with a summary description in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit B (which Exhibit may also contain trademarks and service mark registrations owned or controlled by parties related to Debtor, as noted therein).

(c) A true and complete schedule setting forth all copyright applications or registrations owned or controlled by Debtor, together with a summary description in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit C (which Exhibit may also contain copyright applications or registrations owned or controlled by parties related to Debtor, as noted therein).

(d) Except for the filing of a financing statement with the Secretary of State of Delaware (and any continuations thereof) and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, to the Debtor's knowledge and belief no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body in the United States is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by Collateral Agent of its rights hereunder with respect to the Intellectual Property Collateral. Debtor shall notify Collateral Agent in advance of application for and within fifteen (15) days of receipt of notice of registration in connection of any future registrations related to any of the Intellectual Property Collateral.

4. **After-Acquired Patent, Service Mark, Trademark, and Copyright Rights.**

If Debtor shall obtain ownership rights to any new service marks, trademarks, copyrights, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall, upon reasonable request by Collateral Agent, provide a report from time to time, but not more frequently than once per calendar year unless an Event of Default has occurred and is continuing, in writing to Collateral Agent with respect to any such new service marks, trademarks, or patents, or renewal or extension of any service mark or trademark registration. Debtor shall bear any expenses incurred in connection with future patent applications, future service mark or trademark registrations, and future copyright applications.

5. **Litigation and Proceedings.**

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or

other actions for infringement or other damages as are in its reasonable business judgment necessary and appropriate to protect the Intellectual Property Collateral. Debtor shall provide to Collateral Agent any non-privileged information with respect thereto reasonably requested by Collateral Agent. Following Debtor's becoming aware thereof, Debtor shall notify Collateral Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the patents, service marks, or trademarks, its right to apply for the same, or its right to keep and maintain such patent, service mark, or trademark right.

6. **Power of Attorney.**

To the extent it does not adversely affect the validity of the Intellectual Property Collateral, Debtor grants Collateral Agent power of attorney, coupled with an interest, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time during the occurrence and continuance of an Event of Default, in Collateral Agent's discretion, to take any action and to execute any instrument which Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Collateral Agent to use or maintain the Intellectual Property Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Intellectual Property Collateral; to file any claims or take any action or institute any proceedings that Collateral Agent may deem necessary for the collection of any of the Intellectual Property Collateral or otherwise to enforce Debtor's or the Secured Parties' rights with respect to any of the Intellectual Property Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person.

7. **Events of Default.**

An Event of Default shall be an Event of Default under this Agreement.

8. **Specific Remedies.**

Upon the occurrence and continuation of any Event of Default, Collateral Agent, upon receiving the consent of the Requisite Investors, shall have, in addition to other rights given by law or in this Agreement, the Note Agreement, the Security Agreement, or in the Notes and Médical Notes, all of the rights and remedies with respect to the Intellectual Property Collateral of a secured party under the UCC, including the following:

(a) **Notification.** Collateral Agent may notify licensees to make royalty payments on license agreements directly to Collateral Agent for the benefit of the Secured Parties.

(b) **Sale.** Collateral Agent may sell or assign the Intellectual Property Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Collateral Agent deems advisable. Any requirement of reasonable notice of any disposition of the Intellectual Property Collateral shall be satisfied if such notice is sent to Debtor thirty days prior to such disposition. Debtor shall be credited with the net proceeds of such sale

only when they are actually received by Collateral Agent, and Debtor shall continue to be liable for any deficiency remaining after the Intellectual Property Collateral is sold or collected. If the sale is to be a public sale, Collateral Agent shall also give notice of the time and place by publishing a notice one time at least ten days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Collateral Agent may be the purchaser of any or all of the Intellectual Property Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Intellectual Property Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Collateral Agent at such sale.

(c) For the purpose of enabling Collateral Agent to exercise the rights and remedies in the case of an Event of Default and for no other purpose, Debtor hereby grants to Collateral Agent for the benefit of Secured Parties, to the extent assignable, an irrevocable (except as hereinafter set forth), non-exclusive license (exercisable without payment of royalty or other compensation to Debtor other than a credit against the Obligations of Debtor in an amount not less than the fair market value of such Intellectual Property Collateral so used, assigned, licensed or sublicensed) to use, assign, license or sublicense any of the Intellectual Property Collateral now owned or hereafter acquired by Debtor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof. Notwithstanding anything herein to the contrary, such license shall not be effective unless and until an Event of Default shall have occurred and be continuing beyond the expiration of any applicable grace periods.

(d) Notwithstanding anything contained herein to the contrary, so long as no Event of Default shall have occurred and be continuing beyond any grace period, Debtor will be permitted exclusively to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property Collateral in the ordinary course of the business of Debtor. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing, Collateral Agent shall from time to time, upon the request and expense of Debtor, execute and deliver any instruments, certificates or other documents, in the form so requested and acceptable to Collateral Agent, that Debtor shall have certified are required to allow it to take any action permitted above. Further, upon the indefeasible payment in full of all of the Obligations, earlier expiration of this Agreement or release of the Intellectual Property Collateral, the license granted pursuant to clause (c) above shall terminate. The exercise of rights and remedies upon an Event of Default by Collateral Agent shall not terminate the rights of the holders of any license or, sublicense or other interest theretofore granted by Debtor in accordance with the first sentence of this clause (d).

(e) Collateral Agent, without liability to Debtor may, upon the occurrence and during the continuance of an Event of Default, (A) take control of funds generated by the Intellectual Property Collateral, such as license and maintenance and support fees or royalty payments and use same to reduce any part of the Obligations and exercise any other rights which an owner of such Collateral may exercise; and (B) demand, collect, convert, redeem, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon the Intellectual Property Collateral,



in its own name or in the name of Debtor, as Collateral Agent may determine. Collateral Agent and the Secured Parties shall not be liable for failure to collect any account or fees, or for any act or omission on the part of Collateral Agent, the Secured Parties, or their respective officers, agents or employees, except willful misconduct and gross negligence.

9. **Choice of Law**

The UCC shall govern the perfection and the effect of attachment and perfection of the Collateral Agent's security interest in the Collateral, and the rights, duties and obligations of the Secured Parties, the Collateral Agent and Debtor with respect to the Intellectual Property Collateral. This Agreement shall be deemed to be a contract under the laws of the State of New York and, to the extent not inconsistent with the preceding sentence, the terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of that State.

10. **General Provisions**

(a) **Effectiveness.** This Agreement shall be binding and deemed effective when executed by Debtor and Collateral Agent.

(b) **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; *provided, however*, that Debtor may not assign the Agreement or any rights or duties hereunder without Collateral Agent's prior written consent and any prohibited assignment shall be absolutely void. Collateral Agent may assign this Agreement and its rights and duties hereunder, subject only to Section 10.6 of the Notes and the Médical Notes, and no consent or approval by Debtor is required in connection with any such assignment.

(c) **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not control or affect its construction or interpretation in any respect.

(d) **Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Collateral Agent or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

(e) **Severability of Provisions.** The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall for any reason be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

(f) **Amendments in Writing.** This Agreement can only be amended by a writing signed by both Collateral Agent and Debtor.

(g) Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(h) Fees and Expenses. Debtor shall pay to Collateral Agent on demand all costs and expenses that Collateral Agent pay or incur in connection with the administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Collateral Agent; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office and United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Intellectual Property Collateral; and (g) actual out-of-pocket expenses (including actual and reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Intellectual Property Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Collateral Agent arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Transaction Documents regarding costs and expenses to be paid by Debtor.

(i) Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 10(a) of the Security Agreement.

(j) Termination by Agent. Collateral Agent shall release its security interest in the Intellectual Property Collateral at such time as the Obligations have been fully and finally discharged, the outstanding Notes and Médical Notes have been paid in full, and the Secured Parties' obligation to provide additional credit under the Note Agreement has been terminated, and in such event at the reasonable request of Debtor Secured Parties and Collateral Agent each shall, at Debtor's expense, make such filings with the State of Delaware and the United States Patent and Trademark Office and the United States Copyright Office as may be deemed by Debtor to be necessary or appropriate to evidence such release and terminate any financing statement nor notice relating to the liens and security interests created hereby. In the event that, for any reason, any portion of such payments to the Secured Parties is set aside or restored, whether voluntarily or involuntarily, after the making thereof, then the obligation intended to be

satisfied thereby shall be revived and continued in full force and effect as if said payment or payments had not been made.

(k) Integration. This Agreement, together with the other Transaction Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, entered into before the date hereof.

(l) Resolution of Conflicts. In the event that any express provision or term of this Agreement conflicts with the express provisions and terms of the Note Agreement, the provision or term in the Note Agreement shall control.

(m) Confidentiality. Secured Parties and Collateral Agent acknowledge and agree that the information set forth in Exhibit A and Exhibit B attached hereto (the “**IP Information**”) contains proprietary information of Debtor, including trade secrets and that disclosure of the IP Information to third parties could adversely affect the value of the Intellectual Property Collateral. Accordingly, Secured Parties and Collateral Agent agree to keep the IP Information strictly confidential and to ensure that the IP Information is not disclosed to any third parties. Debtor agrees to assist Collateral Agent in creating a summary version of the IP Information as may be necessary for filing with the United States Patent and Trademark Office and any other applicable filing offices to perfect the security interest created hereunder while avoiding unnecessary disclosure.

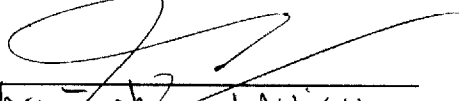
(n) Collateral Agent. In the event that the Collateral Agent shall resign as Collateral Agent and a successor Collateral Agent shall be appointed in accordance with Section 6 of the Note Agreement, this Agreement shall be deemed to be between the Debtor and such successor Collateral Agent. In the event that the Collateral Agent shall resign as Collateral Agent and no successor is appointed, then this Agreement shall be deemed to be between the Debtor and the Secured Parties.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**DEBTOR:**

**LDR HOLDING CORPORATION**

By:   
Name: CHRISTOPHE LAVIGNE  
Title: President / CEO

**COLLATERAL AGENT,**

on behalf of itself and the Secured Parties:

**Austin Ventures VIII, L.P.**

By: AV Partners VIII, L.P.  
its General Partner

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**DEBTOR:**

**LDR HOLDING CORPORATION**

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

**COLLATERAL AGENT,**

on behalf of itself and the Secured Parties:

**Austin Ventures VIII, L.P.**

By: AV Partners VIII, L.P.

its General Partner

By: \_\_\_\_\_  
Name: *Joseph Aragona*  
Title: *General Partner*

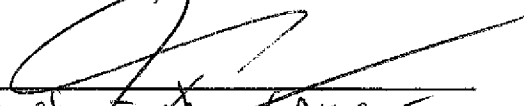
LDR HOLDING CORPORATION  
SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004775 FRAME: 0459**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**DEBTOR:**

**LDR SPINE USA, INC.**

By:   
Name: Christopher Cavione  
Title: President - CEO

## EXHIBIT A

### PATENTS

#### Licensed Patents:

Spine was granted the exclusive right by Médical, a fully-owned subsidiary of the Company, to use the following patents and any other patents or patent applications that are owned by Médical that are pending or issued in the United States pursuant to the Amended and Restated Distribution Agreement dated as of January 30, 2007 (the "*Distribution Agreement*").

Reference #	Title	Application #	Application Date	Registration #
GAU/01/US/DIV	INTERVERTEBRAL NUCLEUS PROsthESIS AND SURGICAL PROCEDURE FOR IMPLANTING THE SAME	11/390,711	2006	7,695,518
GAU/01/US	INTERVERTEBRAL NUCLEUS PROsthESIS AND SURGICAL PROCEDURE FOR IMPLANTING THE SAME	10/060,862	2000	7,037,340
LDR/00/US	INTERSOMATIC CAGE WITH UNIFIED GRAFTS	10/276,712	2001	7,291,170
LDR/01/US	SPINAL OSTEOSYNTHESIS DEVICE AND PREPARATION METHOD	10/473,999	2002	7,507,248
LDR/03/US	INTERVERTEBRAL DISC PROsthESIS AND FITTING TOOLS	10/476,565	2002	7,326,250
LDR/04/US	VERTEBRAL CAGE DEVICE WITH MODULAR FIXATION	10/483,563	2002	7,594,931
LDR/08/US	OSSEOUS ANCHORING DEVICE FOR A PROsthESIS	10/494,418	2005	7,056,344-B2
LDR/10/US	INTERVERTEBRAL DISK PROsthESIS	10/533,846	2005	7,682,396
LDR/14/US	INTERVERTEBRAL DISC PROsthESIS	11/098,266	2005	7,494,508

LDR/15/US	INTERVERTEBRAL DISC PROSTHESIS	11/109,276	2005	7,695,516
LDR/16/US	INSTRUMENTATION AND METHODS FOR INSERTING AN INTERVERTEBRAL DISC PROSTHESIS	11/180,868	2005	7,632,282
LDR/17/US	PROTHESE DE DISQUE INTERVERTEBRAL	11/341,007	2006	7,842,088
LDR/00/US/2	INTERSOMATIC CAGE WITH UNIFIED GRAFTS	11/767,386	2007	N/A
LDR/01/US/CONT1	SPINAL OSTEOSYNTHESIS DEVICE AND PREPARATION METHOD	12/409,327	2009	N/A
LDR/03/US/CONT	INTERVERTEBRAL DISC PROSTHESIS AND FITTING TOOLS	12/025677	2008	N/A
LDR/04/US/C1	VERTEBRAL CAGE DEVICE WITH MODULAR FIXATION	12/430,768	2009	N/A
LDR/06/US	PROGRESSIVE APPROACH OSTEOSYNTHESIS DEVICE AND PREASSEMBLY METHOD	10/492,753	2002	N/A
LDR/07/US	PLATE FOR OSTYEOSYNTHESIS DEVICE AND PREASSEMBLY METHOD	10/492,827	2002	N/A
LDR/09/US	IMPLANT FOR OSSEOUS ANCHORING WITH POLYAXIAL HEAD	10/498,234	2002	N/A
LDR/10/US/C1	INTERVERTEBRAL DISK PROSTHESIS	12/424,364	2009	N/A
LDR/11/US	OSSEOUS ANCHORING IMPLANT WITH POLYAXIAL HEAD AND METHOD FOR INSTALLING THE IMPLANT	10/570,080	2004	N/A
LDR/12/US	DEVICE AND METHOD FOR SECTIONING A VERTEBRA LAMINA	10/575,065	2006	N/A



LDR/13/US	INTERVERTEBRAL DISC PROSTHESIS	11/051,710	2005	N/A
LDR/15/US/C1	INTERVERTEBRAL DISC PROSTHESIS	12/360,050	2009	N/A
LDR/16/US/C1	INSTRUMENTATION AND METHODS FOR INSERTING AN INTERVERTEBRAL DISC PROSTHESIS	12/435,955	2009	N/A
LDR/18/US	INTERVERTEBRAL DISC PROSTHESIS AND INSTRUMENTATION FOR INSERTION OF THE PROSTHESIS BETWEEN THE VERTEBRAL	11/362,253	2006	N/A
LDR/19/US	CAGE INTERSOMATIQUE TRANSFORAMINALE A GREFFON DE FUSION INTERVERTEBRALE ET INSTRUMENT D'IMPLANTATION DE LA CAGE	11/378,165	2006	N/A
LDR/19/US/2PCT	TRANSFORAMINAL INTERSOMATIC CAGE FOR AN INVERTEBRAL FUSION GRAFT AND AN INSTRUMENT FOR IMPLANTING THE CAGE	12/279,664	2007	N/A
LDR/20/US	VERTEBRAL SUPPORT DEVICE	11/672,745	2007	N/A
LDR/21/US	PROTHESE INTERVERTREBRALE	11/874,144		N/A
LDR/22/US	CAGE INTERSOMATIQUE, PROTHESE INTERVERTEBRALE, DISPOSITIF D'ANCRAGE ET INSTRUMENTATION D'IMPLANTATION	12/134,884	2008	N/A
LDR/23/US	DISPOSITIF ET SYSTEME DE LIAISON RACHIDIENNE TRANSVERSE	12/172,074	2008	N/A
LDR-US/01/US	INTERVERTEBRAL DISK PROSTHESIS INSERTION ASSEMBLIES	11/676,237	2007	N/A
LDR-US/01/US/2	INTERVERTEBRAL DISK PROSTHESIS INSERTION ASSEMBLIES	12/527,373	2008	N/A

Médical owns the following patents, patent applications or patent disclosures:

Reference	Jurisdiction	Title/Description	Application Number	Application Date
GAU/01/PCT	PCT	INTERVERTEBRAL NUCLEUS PROSTHESIS AND SURGICAL PROCEDURE FOR IMPLANTING THE SAME	PCT/EP00/07494	August 2, 2000
GAU/01/US	United States	INTERVERTEBRAL NUCLEUS PROSTHESIS AND SURGICAL PROCEDURE FOR IMPLANTING THE SAME	US 10/060,862	August 2, 2000
GAU/01/US/DIV	United States	INTERVERTEBRAL NUCLEUS PROSTHESIS AND SURGICAL PROCEDURE FOR IMPLANTING THE SAME	11/390,711	March 27, 2006
LDR/00/PCT	PCT	CAGE INTERSOMATIQUE A GREFFONS UNIFIES	PCT/FR01/01545	May 18, 2001
LDR/00/US	United States	INTERSOMATIC CAGE WITH UNIFIED GRAFTS	US 10/276,712	May 18, 2001
LDR/00/US/2	United States	INTERSOMATIC CAGE WITH UNIFIED GRAFTS	11/767,386	June 22, 2007
LDR/01/PCT	PCT	SPINAL OSTEOSYNTHESIS DEVICE AND PREPARATION METHOD	PCT/FR02/02827	April 3, 2002
LDR/01/US	United States	SPINAL OSTEOSYNTHESIS DEVICE AND PREPARATION METHOD	US 10/473,999	April 3, 2002
LDR/01/US/CONT1	United States	SPINAL OSTEOSYNTHESIS DEVICE AND PREPARATION METHOD	12/409,327	March 23, 2009
LDR/03/PCT	PCT	INTERVERTERBRAL DISC PROTHESIS AND FITTING TOOLS	PCT/IB02/02998	May 2, 2002
LDR/03/US	United States	INTERVERTEBRAL DISC PROTHESIS AND FITTING TOOLS	US 10/476,565	May 2, 2002
LDR/03/US/CONT	United States	INTERVERTEBRAL DISC PROTHESIS AND FITTING TOOLS	12/025677	February 4, 2008
LDR/04/PCT	PCT	VERTEBRAL CAGE DEVICE WITH MODULAR FIXATION	PCT/IB02/03390	July 12, 2002
LDR/04/US	United States	VERTEBRAL CAGE DEVICE WITH MODULAR FIXATION	US 10/483,563	July 12, 2002
LDR/04/US/C1	United States	VERTEBRAL CAGE DEVICE WITH MODULAR FIXATION	12/430,768	April 27, 2009
LDR/06/PCT	PCT	PROGRESSIVE APPROACH OSTEOSYNTHESIS DEVICE AND PREASSEMBLY METHOD	PCT/IB02/04306	October 18, 2002
LDR/06/US	United States	PROGRESSIVE APPROACH OSTEOSYNTHESIS DEVICE AND PREASSEMBLY METHOD	US 10/492,753	October 18, 2002
LDR/07/PCT	PCT	PLATE FOR OSTYEOSYNTHESIS DEVICE AND PREASSEMBLY METHOD	PCT/IB02/04307	October 18, 2002

LDR/07/US	United States	PLATE FOR OSTEOGENESIS DEVICE AND PREASSEMBLY METHOD	US 10/492,827	October 18, 2002
LDR/08/PCT	PCT	OSSEOUS ANCHORING DEVICE FOR A PROTHESIS	PCT/IB02/04642	November 6, 2002
LDR/08/US	United States	OSSEOUS ANCHORING DEVICE FOR A PROTHESIS	US 10/494,418	November 6, 2002
LDR/09/PCT	PCT	IMPLANT FOR OSSEOUS ANCHORING WITH POLYAXIAL HEAD	PCT/IB02/05302	December 12, 2002
LDR/09/US	United States	IMPLANT FOR OSSEOUS ANCHORING WITH POLYAXIAL HEAD	US 10/498,234	December 12, 2002
LDR/10/PCT	PCT	INTERVERTEBRAL DISK PROSTHESIS	PCT/IB03/04872	October 31, 2003
LDR/10/US	United States	INTERVERTEBRAL DISK PROSTHESIS	US 10/533,846	October 31, 2003
LDR/10/US/C1	United States	INTERVERTEBRAL DISK PROSTHESIS	12/424,364	April 15, 2009
LDR/11/PCT	PCT	OSSEOUS ANCHORING IMPLANT WITH POLYAXIAL HEAD AND METHOD FOR INSTALLING THE IMPLANT	PCT/IB2004/002825	September 1, 2004
LDR/11/US	United States	OSSEOUS ANCHORING IMPLANT WITH POLYAXIAL HEAD AND METHOD FOR INSTALLING THE IMPLANT	US 10/570,080	September 1, 2004
LDR/12/PCT	PCT	DEVICE AND METHOD FOR SECTIONING A VERTEBRA LAMINA	PCT/IB2004/003244	October 6, 2004
LDR/12/US	United States	DEVICE AND METHOD FOR SECTIONING A VERTEBRA LAMINA	US 10/575,065	May 30, 2006
LDR/13/PCT	PCT	INTERVERTEBRAL DISC PROSTHESIS	PCT/IB2005/000280	February 4, 2005
LDR/13/US	United States	INTERVERTEBRAL DISC PROSTHESIS	11/051,710	February 4, 2005
LDR/14/PCT	PCT	INTERVERTEBRAL DISC PROSTHESIS	PCT/IB2005/001151	April 28, 2005
LDR/14/US	United States	INTERVERTEBRAL DISC PROSTHESIS	US 11/098,266	April 2, 2005
LDR/15/PCT	PCT	INTERVERTEBRAL DISC PROSTHESIS	PCT/IB2005/004093	December 14, 2005
LDR/15/US	United States	INTERVERTEBRAL DISC PROSTHESIS	US 11/109,276	April 18, 2005
LDR/15/US/C1	United States	INTERVERTEBRAL DISC PROSTHESIS	12/360,050	January 26, 2009
LDR/16/PCT	PCT	INSTRUMENTATION D'INSERTION DE PROTHESE DE DISQUE INTERVERTEBRAL ENTRE DES VERTEBRES	PCT/IB06/001781	June 28, 2006
LDR/16/US	United States	INSTRUMENTATION AND METHODS FOR INSERTING AN INTERVERTEBRAL DISC PROSTHESIS	US 11/180,868	July 13, 2005
LDR/16/US/C1	United States	INSTRUMENTATION AND METHODS FOR INSERTING AN INTERVERTEBRAL DISC PROSTHESIS	12/435,955	May 9, 2009
LDR/17/PCT	PCT	INTERVERTEBRAL DISC	PCT/IB2006/002632	August 23, 2006

		PROSTHESIS		
LDR/17/US	United States	PROTHESE DE DISQUE INTERVERTEBRAL	US 11/341,007	January 27, 2006
LDR/18/PCT	PCT	PROTHESE DE DISQUE INTERVERTEBRALE ET INSTRUMENTATION D'INSERTION DE LA PROTHESE ENTRE LES VERTEBRES	PCT/IB2006/003418	November 30, 2006
LDR/18/US	United States	INTERVERTEBRAL DISC PROSTHESIS AND INSTRUMENTATION FOR INSERTION OF THE PROSTHESIS BETWEEN THE VERTEBRAL	US 11/362,253	February 24, 2006
LDR/19/PCT	PCT	TRANSFORAMINAL INTERSOMATIC CAGE FOR AN INVERTEBRAL FUSION GRAFT AND AN INSTRUMENT FOR IMPLANTING THE CAGE	PCT/IB2007/000367	February 15, 2007
LDR/19/US	United States	CAGE INTERSOMATIQUE TRANSFORAMINALE A GREFFON DE FUSION INTERVERTEBRALE ET INSTRUMENT D'IMPLANTATION DE LA CAGE	US 11/378,165	March 17, 2006
LDR/19/US/2PCT	United States	TRANSFORAMINAL INTERSOMATIC CAGE FOR AN INVERTEBRAL FUSION GRAFT AND AN INSTRUMENT FOR IMPLANTING THE CAGE	12/279,664	February 15, 2007
LDR/20/PCT	PCT	DISPOSITIF DE SOUTIEN VERTEBRAL	PCT/IB2007/004061	December 21, 2007
LDR/20/US	United States	VERTEBRAL SUPPORT DEVICE	US 11/672,745	February 8, 2007
LDR/21/PCT	PCT	PROTHESE INTERVERTREBRALE	PCT/IB2008/001554	June 16, 2008
LDR/21/US	United States	PROTHESE INTERVERTREBRALE	11/874,144	October 17, 2007
LDR/22/PCT	PCT	CAGE INTERSOMATIQUE, PROTHESE INTERVERTEBRALE, DISPOSITIF D'ANCRAGE ET INSTRUMENTATION D'IMPLANTATION	PCT/IB2008/001484	June 9, 2008
LDR/22/US	United States	CAGE INTERSOMATIQUE, PROTHESE INTERVERTEBRALE, DISPOSITIF D'ANCRAGE ET INSTRUMENTATION D'IMPLANTATION	12/134,884	June 6, 2008
LDR/23/PCT	PCT	DISPOSITIF ET SYSTEME DE LIAISON RACHIDIENNE TRANSVERSE	PCT/IB/2008/001815	July 11, 2008
LDR/23/US	United States	DISPOSITIF ET SYSTEME DE LIAISON RACHIDIENNE TRANSVERSE	12/172,074	July 11, 2008
LDR/25/PCT	PCT	ANCHORING DEVICE AND SYSTEM FOR AN INTERVETEBRAL IMPLANT, INTERVETEBRAL IMPLANT	PCT/IB2009/008048	December 31, 2009

		AND IMPLANTATION INSTRUMENT		
LDR-US/01/PCT	PCT	INTERVERTEBRAL DISK PROSTHESIS INSERTION ASSEMBLIES	PCT/IB08/000349	February 15, 2008
LDR-US/01/US	United States	INTERVERTEBRAL DISK PROSTHESIS INSERTION ASSEMBLIES	11/676,237	February 16, 2007
LDR-US/01/US/2	United States	INTERVERTEBRAL DISK PROSTHESIS INSERTION ASSEMBLIES	12/527,373	February 15, 2008

As set forth above, Médical granted the exclusive right to Spine to use the above listed patents in the United States pursuant to the Distribution Agreement.

## **EXHIBIT B**

### **TRADEMARKS**

#### LDR Holding

#### Trademarks:

The Company owns the following trademark applications for registration:

<u>Mark Name</u>	<u>Jurisdiction</u>	<u>Serial No</u>	<u>Filing Date</u>	<u>Current Owner</u>
MOBI	Australia	1303543	June 9, 2009	LDR Holding Corporation
MOBI-C	Australia	1303542	June 9, 2009	LDR Holding Corporation
MOBIDISC	Australia	1303544	June 9, 2009	LDR Holding Corporation
VERTEBRIDGE	Australia	1387254	October 6, 2010	LDR Holding Corporation
AVENUE	Brazil	830925325	March 22, 2011	LDR Holding Corporation
BI-PACK	Brazil	830606530	May 6, 2010	LDR Holding Corporation
C-PLATE	Brazil	830600086	April 19, 2010	LDR Holding Corporation
MOBI	Brazil	830264671	June 12, 2009	LDR Holding Corporation
MOBI-C	Brazil	830264655	June 12, 2009	LDR Holding Corporation
MOBIDISC	Brazil	830264663	June 12, 2009	LDR Holding Corporation
ROI	Brazil	830515814	May 25, 2010	LDR Holding Corporation
SPINETUNE	Brazil	830600094	April 19, 2010	LDR Holding Corporation
VERTEBRIDGE	Brazil	830615873	May 25, 2010	LDR Holding Corporation
AVENUE	China P.R.	9236563	March 21, 2011	LDR Holding Corporation
C-PLATE	China P.R.	8218485	April 19, 2010	LDR Holding Corporation
MOBI-C	China P.R.	0	March 7, 2012	LDR Holding Corporation
MOBIDISC	China P.R.	7494340	June 24, 2009	LDR Holding Corporation
ROI	China P.R.	8324870	May 24, 2010	LDR Holding Corporation
VERTEBRIDGE	China P.R.	8328656	May 25, 2010	LDR Holding Corporation
L40	EU Community	9538059	November 19, 2010	LDR Holding Corporation
L90	EU Community	9537903	November 19, 2010	LDR Holding Corporation
AVENUE	EU Community	9407297	September 28, 2010	LDR Holding Corporation
BI-PACK	EU Community	9072018	April 30, 2010	LDR Holding Corporation
C-PLATE	EU Community	9035205	April 16, 2010	LDR Holding Corporation
EASYSPIKE	EU Community	6638472	February 4, 2008	LDR Holding Corporation
MOBI	EU Community	6638217	February 4, 2008	LDR Holding Corporation
MOBI-C	EU Community	8364556	June 15, 2009	LDR Holding Corporation
MOBIDISC	EU Community	6638324	February 4, 2008	LDR Holding Corporation
ROI	EU Community	6638531	February 4, 2008	LDR Holding Corporation
SPINETUNE	EU Community	9035239	April 16, 2010	LDR Holding Corporation
VERTEBRIDGE	EU Community	7249865	September 22, 2008	LDR Holding Corporation
CPLATE	France	93686580	October 26, 2009	LDR Holding Corporation
SPINETUNE	France	93686574	October 26, 2009	LDR Holding Corporation
CPLATE	Germany	30 2009 063 116.6/10	October 26, 2009	LDR Holding Corporation
SPINETUNE	Germany	302009063117.4/10	October 26, 2009	LDR Holding Corporation

AVENUE	Japan	2011-20299	March 23, 2011	LDR Holding Corporation
C-PLATE	Japan	2010-031149	April 19, 2010	LDR Holding Corporation
EASYSPINE	Japan	2008-7591	February 4, 2008	LDR Holding Corporation
MOBI	Japan	2008-013319	February 25, 2008	LDR Holding Corporation
MOBIDISC	Japan	2008-7589	February 4, 2008	LDR Holding Corporation
ROI	Japan	2008-7588	February 4, 2008	LDR Holding Corporation
SPINETUNE	Japan	2010-031152	April 19, 2010	LDR Holding Corporation
VERTEBRIDGE	Japan	2008-77958	September 24, 2008	LDR Holding Corporation
MOBI-C	Korea South	40-2009-27102	June 10, 2009	LDR Holding Corporation
MOBIDISC	Korea South	40-2009-27099	June 10, 2009	LDR Holding Corporation
VERTEBRIDGE	Korea South	40-2010-52144	October 11, 2010	LDR Holding Corporation
VERTEBRIDGE	Mexico	1128907	October 21, 2010	LDR Holding Corporation
MOBI	Turkey	2009/30229	June 9, 2009	LDR Holding Corporation
MOBI-C	Turkey	2009-30235	June 9, 2009	LDR Holding Corporation
MOBIDISC	Turkey	2009/30237	June 9, 2009	LDR Holding Corporation
AVENUE	USA	85/138,753	September 27, 2010	LDR Holding Corporation
C-PLATE	USA	77/851.275	October 18, 2009	LDR Holding Corporation
ROI-A	USA	77/288.505	September 25, 2007	LDR Holding Corporation
ROI-C	USA	77/886.510	December 4, 2009	LDR Holding Corporation
ROI-T	USA	77/288.500	September 25, 2007	LDR Holding Corporation
SPINETUNE	USA	77851274	October 18, 2009	LDR Holding Corporation
VERTEBRIDGE	USA	85/021,689	April 23, 2010	LDR Holding Corporation

Trademarks:

Spine owns the following trademark applications for registration:

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
LDR SPINE	USA	78514837	November 10, 2004	LDR Spine USA, Inc
MOBIDISC	USA	78514818	November 10, 2004	LDR Spine USA, Inc

Trademarks:

Médical owns the following trademarks:

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
MOBI-C	USA	78/514.826	November 10, 2004	LDR Medical USA, Inc.
ROI	USA	78/514.787	November 10, 2004	LDR Medical USA, Inc.

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
MOBI-C	Mexico	1071837	March 3, 2010	LDR Medical, S.A.S
MOBIDISC	Mexico	1071838	March 3, 2010	LDR Medical, S.A.S
BF	France	43318563	October 15, 2004	LDR Medical, S.A.S.
CERVIDISC	France	33207032	January 30, 2003	LDR Medical, S.A.S.
EASYSPINE	France	13105714	June 14, 2001	LDR Medical, S.A.S.
LDR MEDICAL	France	13128195	October 26, 2001	LDR Medical, S.A.S.
MC+	France	23192357	November 5, 2002	LDR Medical, S.A.S.
MOBI-C	France	43304774	July 22, 2004	LDR Medical, S.A.S.
MOBIDISC	France	23170253	June 20, 2002	LDR Medical, S.A.S.
BF+	USA	78/514.813	November 10, 2004	LDR Medical, S.A.S.
BF+(PH)	USA	78/739.474	October 24, 2005	LDR Medical, S.A.S.
EASYSPINE	USA	78/514.775	November 10, 2004	LDR Medical, S.A.S.
LAMINOTOME	USA	78/514.803	November 10, 2004	LDR Medical, S.A.S.
LDR MEDICAL	USA	78/514.843	November 10, 2004	LDR Medical, S.A.S.
MC+	USA	78/514.794	November 10, 2004	LDR Medical, S.A.S.

As set forth above, Médical has licensed the U.S. registered marks to Spine.



**EXHIBIT C**

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None.