

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		10/29/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	K2M, Inc.
Street Address:	75 Miller Drive, SE
City:	Leesburg
State/Country:	VIRGINIA
Postal Code:	20175
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3338046	RANGE
Registration Number:	3338047	MESA
Registration Number:	3911316	CASPIAN
Registration Number:	3399124	SERENGETI
Registration Number:	3547906	CAYMAN
Registration Number:	3525446	POTOMAC
Serial Number:	77347411	VOLTA
Serial Number:	77384856	SONOMA
Registration Number:	3604025	TERRA NOVA
Registration Number:	3880354	CHESAPEAKE
Registration Number:	3661782	NAPA
Serial Number:	77465844	LURAY
Serial Number:	77530292	SANTORINI
Registration Number:	3490064	CASPIAN

OP \$815.00 3338046

Registration Number:	3529040	K2M
Registration Number:	3276357	K2M
Registration Number:	3254127	DENALI
Registration Number:	3325782	PYRENEES
Registration Number:	3393027	NATURAL BRIDGE
Registration Number:	3266231	ALEUTIAN
Registration Number:	3494337	ZERO-TORQUE TECHNOLOGY
Registration Number:	3396417	SURGEON DRIVEN DESIGN
Serial Number:	78952355	ZIF
Serial Number:	78952376	ZERO IMPACTION FORCE
Serial Number:	78952391	ZFI
Serial Number:	78952403	ZERO FORCE INSERTER
Registration Number:	3272971	K2M
Registration Number:	3887232	ARI
Registration Number:	3895026	VIKOS
Serial Number:	77878981	HYDROBOND
Registration Number:	4067895	EVEREST
Registration Number:	3949295	RAVINE

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F142117
NAME OF SUBMITTER:	Laura A. Kenerson
Signature:	/Laura A. Kenerson/
Date:	11/09/2012

Total Attachments: 6
source=USPTO Submission - Trademark Termination (2)#page2.tif
source=USPTO Submission - Trademark Termination (2)#page3.tif
source=USPTO Submission - Trademark Termination (2)#page4.tif

TRADEMARK
REEL: 004897 FRAME: 0297

source=USPTO Submission - Trademark Termination (2)#page5.tif
source=USPTO Submission - Trademark Termination (2)#page6.tif
source=USPTO Submission - Trademark Termination (2)#page7.tif

TERMINATION OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

October 29, 2012

WHEREAS, K2M, Inc., a Delaware corporation (the "Grantor"), had granted to SILICON VALLEY BANK (the "Secured Party"), a security interest (the "Security Interest") in the Grantor's trademarks and trademark applications (collectively, the "Trademarks") pursuant to, among other things, (i) a certain Intellectual Property Security Agreement dated as of March 6, 2006 (the "2006 Agreement") by and between the Grantor and the Secured Party, which was filed at the United States Patent and Trademark Office on March 13, 2006 and recorded on Reel 3267, Frame 0258, (ii) a certain Addendum to Intellectual Property Security Agreement dated as of July 29, 2009 (the "2009 Agreement") by and between the Grantor and the Secured Party, which was filed at the United States Patent and Trademark Office on July 30, 2009 and recorded on Reel 4034, Frame 0905, and (iii) a certain Addendum to Intellectual Property Security Agreement dated as of June 29, 2011 (the "2011 Agreement", and together with the 2006 Agreement and the 2009 Agreement, individually, an "Agreement", and collectively, the "Agreements"; capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Agreements) by and between the Grantor and the Secured Party, which was filed at the United States Patent and Trademark Office on July 21, 2011 and recorded on Reel 4593, Frame 0097; and

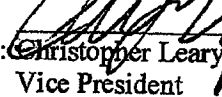
WHEREAS, the Grantor has made payment in full of the indebtedness secured by the Security Interest in exchange for the termination of the Security Interest.

NOW, THEREFORE, the Secured Party releases and discharges its security interest in, and reassigns to the Grantor, any and all interest in the Trademarks, including, without limitation, those listed on Schedule A attached hereto. The Secured Party agrees that, upon request of the Grantor or any successor-in-interest or assignee thereof, and at the Grantor's expense, the Secured Party will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the Grantor, or any successor-in-interest or assignee thereof, to effectuate the release of interests contemplated herein.

[signature page follows]

IN WITNESS WHEREOF, the Secured Party, by the signature below of its duly authorized representative, agrees to be bound by the provisions of this Termination of Security Interests in United States Patents as of the date above first written. This document is intended to take effect as a sealed instrument.

SILICON VALLEY BANK, as Secured Party

By: 
Name: Christopher Leary
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29 day of October, 2012, personally appeared Christopher Leary, to me known personally or proved through satisfactory evidence of identification, which was MA D1110410 to be the person whose name is signed on the attached document, and who, being by me duly sworn, deposes and says that he is the duly authorized Vice President of Silicon Valley Bank and said Vice President acknowledged said instrument to be the free act and deed of said Silicon Valley Bank.


Notary Public

My commission expires: 10/5/13

Linda M. Planchon

SCHEDULE A

TRADEMARKS

Serial #: <u>77039191</u> Filing Dt: 11/08/2006 Reg #: <u>3338046</u> Reg. Dt: 11/20/2007 Mark: RANGE
Serial #: <u>77039211</u> Filing Dt: 11/08/2006 Reg #: <u>3338047</u> Reg. Dt: 11/20/2007 Mark: MESA
Serial #: <u>77043265</u> Filing Dt: 11/14/2006 Reg #: <u>3911316</u> Reg. Dt: 01/25/2011 Mark: CASPIAN
Serial #: <u>77070146</u> Filing Dt: 12/22/2006 Reg #: <u>3399124</u> Reg. Dt: 03/18/2008 Mark: SERENGETI
Serial #: <u>77305757</u> Filing Dt: 10/17/2007 Reg #: <u>3547906</u> Reg. Dt: 12/16/2008 Mark: CAYMAN
Serial #: <u>77327761</u> Filing Dt: 11/13/2007 Reg #: <u>3525446</u> Reg. Dt: 10/28/2008 Mark: POTOMAC
Serial #: <u>77347411</u> Filing Dt: 12/08/2007 Reg #: NONE Reg. Dt: Mark: VOLTA
Serial #: <u>77384856</u> Filing Dt: 01/30/2008 Reg #: NONE Reg. Dt: Mark: SONOMA
Serial #: <u>77430406</u> Filing Dt: 03/25/2008 Reg #: <u>3604025</u> Reg. Dt: 04/07/2009 Mark: TERRA NOVA

Serial #: <u>77461901</u> Filing Dt: 04/30/2008 Reg #: <u>3880354</u> Reg. Dt: 11/23/2010
Mark: CHESAPEAKE
Serial #: <u>77461904</u> Filing Dt: 04/30/2008 Reg #: <u>3661782</u> Reg. Dt: 07/28/2009
Mark: NAPA
Serial #: <u>77465844</u> Filing Dt: 05/05/2008 Reg #: NONE Reg. Dt:
Mark: LURAY
Serial #: <u>77530292</u> Filing Dt: 07/24/2008 Reg #: NONE Reg. Dt:
Mark: SANTORINI
Serial #: <u>77975621</u> Filing Dt: 11/14/2006 Reg #: <u>3490064</u> Reg. Dt: 08/19/2008
Mark: CASPIAN
Serial #: <u>78491713</u> Filing Dt: 09/29/2004 Reg #: <u>3529040</u> Reg. Dt: 11/04/2008
Mark: K2M
Serial #: <u>78491719</u> Filing Dt: 09/29/2004 Reg #: <u>3276357</u> Reg. Dt: 08/07/2007
Mark: K2M
Serial #: <u>78491722</u> Filing Dt: 09/29/2004 Reg #: <u>3254127</u> Reg. Dt: 06/19/2007
Mark: DENALI
Serial #: <u>78491726</u> Filing Dt: 09/29/2004 Reg #: <u>3325782</u> Reg. Dt: 10/30/2007
Mark: PYRENEES
Serial #: <u>78725836</u> Filing Dt: 10/04/2005 Reg #: <u>3393027</u> Reg. Dt: 03/04/2008
Mark: NATURAL BRIDGE

Exhibit A to Termination of Security Interest in United States Trademarks

Serial #: <u>78725838</u>	Filing Dt: 10/04/2005	Reg #: <u>3266231</u>	Reg. Dt: 07/17/2007
Mark: ALEUTIAN			
Serial #: <u>78933870</u>	Filing Dt: 07/20/2006	Reg #: <u>3494337</u>	Reg. Dt: 08/26/2008
Mark: ZERO-TORQUE TECHNOLOGY			
Serial #: <u>78933881</u>	Filing Dt: 07/20/2006	Reg #: <u>3396417</u>	Reg. Dt: 03/11/2008
Mark: SURGEON DRIVEN DESIGN			
Serial #: <u>78952355</u>	Filing Dt: 08/15/2006	Reg #: NONE	Reg. Dt:
Mark: ZIF			
Serial #: <u>78952376</u>	Filing Dt: 08/15/2006	Reg #: NONE	Reg. Dt:
Mark: ZERO IMPACTION FORCE			
Serial #: <u>78952391</u>	Filing Dt: 08/15/2006	Reg #: NONE	Reg. Dt:
Mark: ZFI			
Serial #: <u>78952403</u>	Filing Dt: 08/15/2006	Reg #: NONE	Reg. Dt:
Mark: ZERO FORCE INSERTER			
Serial #: <u>78978458</u>	Filing Dt: 09/29/2004	Reg #: <u>3272971</u>	Reg. Dt: 07/31/2007
Mark: K2M			

Serial #: <u>77734512</u>	Filing Dt: 05/12/2009	Reg #: <u>3887232</u>	Reg. Dt: 12/07/2010
Mark: ARI			
Serial #: <u>77826656</u>	Filing Dt: 09/15/2009	Reg #: <u>3895026</u>	Reg. Dt: 12/21/2010

Mark: VIKOS
Serial #: <u>77878981</u> Filing Dt: 11/23/2009 Reg #: NONE Reg. Dt:
Mark: HYDROBOND
Serial #: <u>77925565</u> Filing Dt: 02/02/2010 Reg #: <u>4067895</u> Reg. Dt: 12/06/2011
Mark: EVEREST
Serial #: <u>85053017</u> Filing Dt: 06/02/2010 Reg #: <u>3949295</u> Reg. Dt: 04/19/2011
Mark: RAVINE

1487321.1

Exhibit A to Termination of Security Interest in United States Trademarks