

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZIONS FIRST NATIONAL BANK		12/17/2012	Financial Institution: UNITED STATES
RECEIVING PARTY DATA			
Name:	US SPINE, INC.		
Street Address:	1885 WEST 2100 SOUTH		
City:	SALT LAKE CITY		
State/Country:	UTAH		
Postal Code:	84119		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77391041	APOGEE	
Serial Number:	77822690	LAMI-LOCK	
Serial Number:	77822682	OLIF	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Megan Carter		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	026674.0103		

OP \$90.00 77391041

NAME OF SUBMITTER:	Megan Carter
Signature:	/Megan Carter/
Date:	12/19/2012
Total Attachments: 22 source=IP Release _ US Spine#page1.tif source=IP Release _ US Spine#page2.tif source=IP Release _ US Spine#page3.tif source=IP Release _ US Spine#page4.tif source=IP Release _ US Spine#page5.tif source=IP Release _ US Spine#page6.tif source=IP Release _ US Spine#page7.tif source=IP Release _ US Spine#page8.tif source=IP Release _ US Spine#page9.tif source=IP Release _ US Spine#page10.tif source=IP Release _ US Spine#page11.tif source=IP Release _ US Spine#page12.tif source=IP Release _ US Spine#page13.tif source=IP Release _ US Spine#page14.tif source=IP Release _ US Spine#page15.tif source=IP Release _ US Spine#page16.tif source=IP Release _ US Spine#page17.tif source=IP Release _ US Spine#page18.tif source=IP Release _ US Spine#page19.tif source=IP Release _ US Spine#page20.tif source=IP Release _ US Spine#page21.tif source=IP Release _ US Spine#page22.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”) is made this 17th day of December 2012, by Zions First National Bank (in such capacity “Lender”).

WHEREAS, reference is made to that certain Security Agreement, dated as of September 17, 2010, by US Spine, Inc. (“Grantor”) and Lender.

WHEREAS, in connection with the Security Agreement, the Grantor granted Lender, a continuing security interest in all of the right, title and interest of Grantor in and to the intellectual property collateral identified therein (the “IP Collateral”).

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby irrevocably and forever releases, terminates, re-assigns and discharges any and all of its security interests in and to the IP Collateral including, without limitation, the trademarks and patents described in the schedules attached to the Security Agreement attached as Exhibit A hereto. Further, Lender understands and agrees that that this Release may be recorded by or for the Grantor with the United States Patent and Trademark Office and any other similar office or agency throughout the world. Lender also agrees, solely at the expense of the Grantor, to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflicts of law principles.

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed by its authorized officer as of the day and year first written above.

ZIONS FIRST NATIONAL BANK

By: Thomas C. Etzel
Name: Thomas C. Etzel
Title: Senior Vice President

EXHIBIT A

Security Agreement

(see attached)

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US SPINE, INC.		09/17/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ZIONS FIRST NATIONAL BANK		
Street Address:	One South Main, Suite 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	Financial Institution: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3633793	ADVANCING THE SCIENCE OF SPINE	
Serial Number:	77391041	APOGEE	
Serial Number:	77905169	JAVELIN	
Serial Number:	77822690	LAMI-LOCK	
Serial Number:	77822682	OLIF	
Registration Number:	3597360	ORIGIN	
Registration Number:	3597359	PREFERENCE	
Registration Number:	3596784	US SPINE	
Registration Number:	3559272	FACETBOLT	
Registration Number:	3597358	FACETGUN	
CORRESPONDENCE DATA			
Fax Number:	(801)214-1808		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-799-5800		

CH \$265.00 3633793

Email: pastivers@hollandhart.com
Correspondent Name: Joanna L. Radmall
Address Line 1: 222 S. Main Street, Suite 2200
Address Line 4: Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER:	17173.0064
NAME OF SUBMITTER:	Joanna L. Radmall
Signature:	/Joanna L. Radmall/
Date:	12/01/2010

Total Attachments: 17
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**SECURITY AGREEMENT
(Intellectual Property)**

This Security Agreement (the "Security Agreement") is made between US Spine, Inc. ("Borrower"), a Delaware corporation, and Zions First National Bank ("Lender") pursuant to a Loan Agreement between Lender and Borrower dated September 17, 2010 (the "Loan Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Loan Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code which are used herein shall have the meanings set forth in the Uniform Commercial Code, except as expressly defined otherwise. As used herein, the term:

"Collateral" means the collateral described in Section 2, Grant of Security Interest.

"Default Rate" means the default interest rate provided in the Promissory Note.

"Intellectual Property" shall have the meaning set forth in Section 2, Grant of Security Interest.

"Liquidation Costs" means the reasonable costs and out of pocket expenses incurred by Lender in obtaining possession of any Collateral, in storage and preparation for sale, lease or other disposition of any Collateral, in the sale, lease, or other disposition of any or all of the Collateral, and/or otherwise incurred in foreclosing on any of the Collateral, including, without limitation, (a) reasonable attorneys fees and legal expenses, (b) transportation and storage costs, (c) advertising costs, (d) sale commissions, (e) sales tax and license fees, (f) costs for improving or repairing any of the Collateral, and (g) costs for preservation and protection of any of the Collateral.

"Patents" shall have the meaning set forth in Section 2, Grant of Security Interest.

"Permitted Encumbrances" means (i) liens for taxes and assessments not yet due and payable or, if due and payable, those being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained, (ii) security interests and liens created by the Loan Documents, (iii) the security interests, securing the debt outstanding as of the date of this Security Agreement, granted by Borrower in favor of Revco Leasing Company identified by Borrower in applying for the Loan, and (iv) security interests and liens authorized in writing by Lender.

"Trademarks" shall have the meaning set forth in Section 2, Grant of Security Interest.

"Uniform Commercial Code" means the Uniform Commercial Code as adopted now or in the future in the State of Utah.

2. Grant of Security Interest.

a. Patents. Borrower hereby grants to Lender a security interest in all right, title and interest of Borrower in and to the patent applications and patents listed on the Schedule of Patents hereto, which is incorporated herein by reference, including, without limitation, all proceeds thereof (such as, by way of example, 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 reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "Patents").

b. Trademarks. Borrower hereby grants to Lender a security interest in all right, title and interest of Borrower in and to the trademark applications and trademarks listed on the Schedule of Trademarks hereto, which is incorporated herein by reference, including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

c. Intellectual Property. Borrower hereby grants to Lender a security interest in all general intangibles of Borrower, presently existing or hereafter created, including general intangibles as defined in the Uniform Commercial Code, trademarks, service marks, business names, and goodwill relating thereto, copyrights (including, without limitation, copyrights for computer programs), whether or not published, unpatented inventions (whether or not patentable), patents, patent applications, all internet domain names and addresses, license agreements relating to any of the foregoing and all royalties and other income therefrom, books, records, computer tapes, disks and drives, flow diagrams, specification sheets, source codes, object codes, and all other physical manifestations of the foregoing, the right to sue for all past, present and future infringements of the foregoing, any and all claims for damages relating thereto, all rents, profits and issues thereof, and all proceeds thereof (collectively, the "Intellectual Property").

(The Patents, Trademarks, and Intellectual Property are collectively referred to herein as the "Collateral".)

Borrower and Lender acknowledge their mutual intentions that the security interests contemplated herein are given as a contemporaneous exchange for new value to Borrower from Lender, regardless of when advances to Borrower from Lender are actually made or when the Collateral is created or acquired.

3. Debts Secured. The security interest granted by this Security Agreement shall secure all of Borrower's present and future debts, obligations, and liabilities of whatever nature to Lender, including, without limitation, (a) the Promissory Note (Amortizing Term Loan) in favor of Lender dated September 17, 2010, in the original principal amount of five dollars (\$5,000,000.00), and all renewals, extensions, modifications and replacements thereof (including any which increase the original principal amount), (c) all obligations of Borrower arising from or relating to the Loan Documents, including, without limitation, this Security Agreement, (d) advances of the same kind and quality or relating to this transaction, (e) transactions in which the

documents evidencing the indebtedness refer to this grant of security interest as providing security therefor, and (f) all overdrafts on any account of Borrower maintained with Lender, now existing or hereafter arising.

Borrower and Lender expressly acknowledge their mutual intent that the security interests created by this Security Agreement secure any and all present and future debts, obligations, and liabilities of Borrower to Lender without any limitation whatsoever.

4. Location of Borrower and Collateral. Borrower represents and warrants that:

a. Borrower is a corporation organized under the laws of the State of Delaware.

b. The complete and exact name of Borrower is US Spine, Inc..

c. The organizational identification number, if any, assigned to Borrower by Borrower's state of organization is 3740217.

d. During the five (5) years preceding the date of this Security Agreement:

(i) Borrower has not been known by nor used any legal, fictitious or trade name;

(ii) Borrower has not changed its name in any respect, except that in 2008, Borrower changed its name from U.S. Spinal Technologies, LLC;

(iii) Borrower has not been the surviving entity of a merger or consolidation; except that certain merger with Amedica Corporation pursuant to a Agreement and Plan of Merger by and among, Amedica Corporation, Amedica Acquisition Sub, Inc., and Borrower dated September 17, 2010; and

(iv) Borrower has not acquired all or substantially all of the assets of any person or entity.

e. As of the date of this Security Agreement, Borrower's chief executive office is located at 3600 FAU Boulevard, Suite 101, Boca Raton, Florida 33431, but Borrower anticipates that within approximately sixty (60) days after the date hereof Borrower will move its chief executive office to 1885 West 2100 South, Salt Lake City, Utah 84119.

f. During the five (5) years preceding the date of this Security Agreement, there has not been any change in any of the above locations.

Borrower agrees that it will not change its state of incorporation, any of the above locations or create any new locations for such matters without giving Lender at least thirty (30) days prior written notice thereof.

5. Representations and Warranties Concerning Collateral. Borrower represents and warrants that:

- a. Borrower is the sole owner of the Collateral.
- b. The Collateral is not subject to any license, security interest, lien, assignment, or other encumbrance of any nature whatsoever except for nonexclusive licenses granted in the ordinary course of business and Permitted Encumbrances.
- c. All information set forth in the Schedules attached hereto is correct, accurate, and complete.
- d. Each of the Patents is valid and enforceable. No claim has been made that the use of any of the Patents violates or may violate the rights of any person or entity. Borrower has used proper statutory notice in connection with all uses of the Patents.
- e. Each of the Trademarks is valid and enforceable. No claim has been made that the use of any of the Trademarks violates or may violate the rights of any person or entity. Borrower has used proper statutory notice in connection with all uses of the Trademarks. Borrower has used consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.
- f. Except as set forth on the attached Schedule of Patents and Schedule of Trademarks, Borrower has no right, title, or interest in, or license to use, any patents, patent applications, unpatented inventions, trademarks, or copyrights which are material to the operation and conduct of Borrower's business as presently operated and conducted and as anticipated to be operated and conducted.

6. Covenants Concerning Collateral. Borrower covenants that:

- a. Borrower will keep the Collateral free and clear of any and all security interests, liens, assignments or other encumbrances and licenses, except nonexclusive licenses granted in the ordinary course of business and Permitted Encumbrances.
- b. Borrower hereby authorizes Lender to file UCC Financing Statements concerning the Collateral. Borrower agrees to execute and deliver any documents (properly endorsed, if necessary) reasonably requested by Lender for perfection or enforcement of any security interest or lien, and to give good faith, diligent cooperation to Lender, and to perform such other acts reasonably requested by Lender for perfection and enforcement of any security interest or lien. Lender is authorized to file, record, or otherwise utilize such documents as it deems necessary to perfect and/or enforce any security interest or lien granted hereunder.
- c. Borrower shall promptly advise Lender of any material change in the Collateral, any material claim concerning the Collateral, including without limitation, the development of any new Collateral or any modification to the Collateral, any claim of infringement, any claim challenging the validity or enforceability of any Collateral, and any other event which may have a material, adverse effect upon any of the Collateral and/or the rights and remedies of Lender concerning the Collateral.
- d. Borrower shall promptly apply for a patent for all new inventions which are patentable with the United States Patent and Trademark Office and promptly advise Lender

of the filing of the application for such patent. Borrower shall use proper statutory notice in connection with all uses of the Patents.

e. Borrower shall promptly register all new trademarks which are eligible for registration with the United States Patent and Trademark Office and promptly advise Lender of the filing of the application for such registration. Borrower shall use proper statutory notice in connection with all uses of the Trademarks. Borrower shall use consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.

7. Patent Provisions. So long as any obligations secured by this Security Agreement are outstanding and unpaid, if Borrower shall obtain any rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patents or any improvement on any Patent, this Security Agreement shall automatically apply thereto and Borrower shall give Lender prompt notice thereof in writing.

Borrower hereby authorizes Lender to modify this Security Agreement by amending the Schedule of Patents to include any future patents and patent applications of Borrower.

Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently any patent applications currently pending or hereafter filed, to make application on unpatented but patentable inventions, and to preserve and maintain all rights in patent applications and patents, including, without limitation, payment of all maintenance fees. Any expenses incurred in connection with such actions shall be paid by Borrower. Borrower shall not abandon any right to file a patent application, any pending patent application, or any patent without the written consent of Lender.

So long as no event of default has occurred under this Security Agreement, Borrower shall have the right, with the consent of Lender, to bring suit in its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject Lender to any risk of liability, to enforce the Patents and any licenses thereunder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 7.

8. Trademark Provisions. Borrower hereby grants Lender and its representatives the right to visit Borrower's offices, plants, and facilities to inspect products, materials, and quality control records relating to the Trademarks at reasonable times during regular business hours. Borrower shall do any and all acts requested by Lender to insure consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.

Borrower authorizes Lender to modify this Security Agreement by amending the Schedule of Trademarks to include any future trademarks and trademark applications of Borrower.

Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications currently pending or hereafter filed, to make federal application on unregistered but registerable Trademarks, to file and prosecute opposition and cancellation proceedings, and to do any and all acts which are necessary or desirable to preserve

and maintain all rights in the Trademarks, including, without limitation, filing declarations and renewals of registrations. Any expenses incurred in connection with such actions shall be paid by Borrower. Borrower shall not abandon any Trademark or application for registration of a Trademark without the written consent of Lender.

So long as no event of default has occurred under this Security Agreement, Borrower shall have the right, with the written consent of Lender, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to protect or enforce the Trademarks, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject Lender to any risk of liability. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 8.

9. Right to Perform for Borrower. Lender may, in its sole discretion and without any duty to do so, elect to discharge taxes, tax liens, security interests, or any other encumbrance upon the Collateral, perform any duty or obligation of Borrower, pay filing, recording, insurance and other charges payable by Borrower, or provide insurance as provided herein if Borrower fails to do so. Any such payments advanced by Lender shall be repaid by Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power (i) to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to preserve or protect the Collateral, or upon the occurrence of an Event of Default (as defined in the Loan Agreement) use the Collateral, and (ii) upon the occurrence of an Event of Default to grant or issue any exclusive or nonexclusive license under the Collateral to any third person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any third person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable so long as any obligations secured hereby are outstanding and unpaid.

10. Default. Time is of the essence of this Security Agreement. The occurrence of any Event of Default shall constitute a default under this Security Agreement.

No course of dealing or any delay or failure to assert any default shall constitute a waiver of that default or of any prior or subsequent default.

11. Remedies. Upon the occurrence of an Event of Default, Lender shall have the following rights and remedies, in addition to all other rights and remedies existing at law, in equity, or by statute or provided in the Loan Documents:

a. Lender shall have all the rights and remedies available under the Uniform Commercial Code;

b. Lender shall have the right to enter upon any premises where the Collateral or records relating thereto may be and take possession of the Collateral and such records;

c. Upon request of Lender, Borrower shall, at the expense of Borrower, assemble the Collateral and records relating thereto at a place reasonably designated by Lender and tender the Collateral and such records to Lender;

d. Without notice to Borrower, Lender may obtain the appointment of a receiver of the business, property and assets of Borrower and Borrower hereby consents to the appointment of Lender or such person as Lender may designate as such receiver; and

e. Lender may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the Liquidation Costs, apply the remainder to pay, or to hold as a reserve against, the obligations secured by this Security Agreement.

Borrower shall be liable for all deficiencies owing on any obligations secured by this Security Agreement after liquidation of the Collateral. Lender shall not have any obligation to prepare any Collateral for sale, lease or other disposition.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity, or by statute which Lender might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein.

Upon the occurrence of an Event of Default, Borrower agrees to pay all costs and expenses, including reasonable attorneys fees and legal expenses, incurred by or on behalf of Lender in enforcing, or exercising any remedies under, this Security Agreement, and any other rights and remedies. Additionally, Borrower agrees to pay all Liquidation Costs. Any and all such costs, expenses, and Liquidation Costs shall be payable by Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Regardless of any breach or default, Borrower agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by Lender in any bankruptcy proceedings of any type involving Borrower, the Collateral, or this Security Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

12. Notices. All notices or demands by any party hereto shall be in writing and shall be sent as provided in the Loan Agreement.

13. Indemnification. Borrower shall indemnify Lender for any and all claims and liabilities, and for damages which may be awarded or incurred by Lender, and for all reasonable

attorneys fees, legal expenses and other out-of-pocket expenses incurred in defending such claims, arising from or related in any manner to the negotiation, execution or performance by Lender of this Security Agreement, but excluding any such claims based upon breach or default by Lender or gross negligence or willful misconduct of Lender.

Lender shall have sole and complete control of the defense of any such claims. Lender is hereby authorized to settle or otherwise compromise any such claims as Lender in good faith determines shall be in its best interests.

14. General. This Security Agreement is made for the sole and exclusive benefit of Borrower and Lender and is not intended to benefit any third party. No such third party may claim any right or benefit or seek to enforce any term or provision of this Security Agreement.

In recognition of Lender's right to have all its attorneys fees and expenses incurred in connection with this Security Agreement secured by the Collateral, notwithstanding payment in full of the obligations secured by the Collateral, Lender shall not be required to release, reconvey, or terminate any security interest in the Collateral unless and until Borrower and any guarantors have executed and delivered to Lender general releases in form and substance reasonably satisfactory to Lender.

Lender and its officers, directors, employees, representatives, agents, and attorneys, shall not be liable to Borrower or any guarantor for consequential damages arising from or relating to any breach of contract, tort, or other wrong in connection with or relating to this Security Agreement or the Collateral.

If the incurring of any debt by Borrower or the payment of any money or transfer of property to Lender by or on behalf of Borrower or any guarantor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Lender is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Lender's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys fees of Lender related thereto, the liability of Borrower and any guarantor, and each of them, and this Security Agreement, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

This Security Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

This Security Agreement may be executed in counterparts, without the requirement that all parties sign each counterpart. Each of such counterparts shall be deemed to be an original, but all counterparts together shall constitute one and the same instrument.

Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition

or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

All references in this Security Agreement to the singular shall be deemed to include the plural if the context so requires and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation.

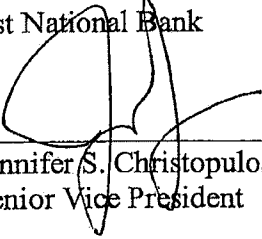
All agreements, representations, warranties and covenants made by Borrower shall survive the execution and delivery of this Security Agreement, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Lender contemplated by this Security Agreement is outstanding and unpaid, notwithstanding any termination of this Security Agreement. All agreements, representations, warranties and covenants in this Security Agreement shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

This Security Agreement, together with the Loan Documents, constitute the entire agreement between Borrower and Lender as to the subject matter hereof and may not be altered or amended except by written agreement signed by Borrower and Lender. All other prior and contemporaneous agreements, arrangements, and understandings between the parties hereto as to the subject matter hereof are, except as otherwise expressly provided herein, rescinded.

[Remainder of Page Intentionally Left Blank]

Dated: September 17, 2010

Lender:
Zions First National Bank

By: 

Jennifer S. Christopoulos
Senior Vice President

Borrower:
US Spine, Inc.

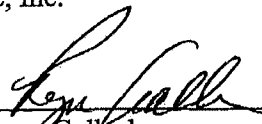
By: _____
Reyn Gallacher
Chief Executive Officer

Dated: September 17, 2010

Lender:
Zions First National Bank

Borrower:
US Spine, Inc.

By: _____
Jennifer S. Christopulos
Senior Vice President

By:  _____
Reyn Gallacher
Chief Executive Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 17th day of September 2010, personally appeared Reyn Gallacher to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Financial Officer of US Spine, Inc., the Borrower in the foregoing Security Agreement (Intellectual Property), and that said instrument was signed and sealed on behalf of said Borrower, and said Reyn Gallacher acknowledged said instrument to be the free act and deed of said Borrower.

My Commission Expires:

3/15/2014

NOTARY PUBLIC

Residing at: 111 E. Broadway, Suite 900
Salt Lake City, UT 84111

emily clare



SCHEDULE OF PATENTS

US SPINE SCHEDULE OF US ISSUED PATENTS

Status	Applicaton No.	Title	Patent No	Attorney Docket No.	Assignee
ISSUED	10/691,854	INTERVERTEBRAL CAGE DESIGN	7,232,463	USP-10902/29	US SPINE, INC.
ISSUED	10/973,524	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA BELZEBUB)	7,563,275	USP-10202/29	US SPINE, INC.
ISSUED	10/683,076	PERCUTANEOUS FACET FIXATION SYSTEM	7,608,094	USP-10802/29	US SPINE, INC.
ISSUED	10/462,498	ANATOMIC VERTEBRAL CAGE (AKA GATED ALIF CAGE)	7,674,297	USP-10702/29	US SPINE, INC.

PATENT APPLICATIONS

US SPINE SCHEDULE OF PENDING US PATENT APPLICATIONS

Status	Applicaton No.	Title	Publication No.	Attorney Docket No.	Assignee
PENDING	11/484,521	PERCUTANEOUS FACET FIXATION SYSTEM	2006-0264953	USP-10803/29	US SPINE, INC.
PENDING	11/764,997	INTERVERTEBRAL CAGE DESIGNS	2009-0030519	USP-10903/29	US SPINE, INC.
PENDING	11/804,545	CERVICAL PLATE LOCKING MECHANISM AND ASSOCIATED SURGICAL METHOD	2008-0288000	4651	US SPINE, INC.
PENDING	11/842,617	ANTERIOR CERVICAL SPINE INSTRUMENTATION & RELATED SURGICAL METHOD	2008-0046084	4551	US SPINE, INC.
PENDING	11/875,072	CERVICAL PLATE LOCKING MECHANISM AND ASSOCIATED SURGICAL METHOD	2008-0288001	4651 CIP	US SPINE, INC.
PENDING	12/051,202	VERTEBRAL STABILIZATION DEVICES AND ASSOCIATED SURGICAL METHODS	2008-0224733	4853 PROV	US SPINE, INC.
PENDING	12/122,498	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA TORPEDO)	2009-0054903	USP-10203/29	US SPINE, INC.
PENDING	12/184,594	SPINAL FACET JOINT IMMOBILIZATION SYSTEMS AND METHODS	2009-0187219	4698	US SPINE, INC.
PENDING	12/187,064	ARTICULATING TLIF FUSION INSERTER DEVICE	2009-0043312	4699	US SPINE, INC.
PENDING	12/257,951	PEDICLE-BASED FACET JOINT FIXATION SYSTEMS AND METHODS	2009-0112264	4769	US SPINE, INC.
PENDING	12/370,964	MICRO-FLAIL ASSEMBLY AND METHOD OF USE FOR THE PREPARATION OF A NUCLEUS / VERTEBRAL END CAP OF A SPINE	2009-0209989	4805	US SPINE, INC.

PENDING	12/371,008	ALIF FUSION CAGE DEVICE AND ASSOCIATED METHOD	2009-0210061	4649	US SPINE, INC.
PENDING	12/388,959	CURVED FACET JOINT FIXATION ASSEMBLY AND ASSOCIATED IMPLANTATION TOOL AND METHOD	2009-0216273	4807	US SPINE, INC.
PENDING	12/395,300	FACET JOINT BROACHING INSTRUMENT, IMPLANT AND ASSOCIATED METHOD	2010-0076490	4806	US SPINE, INC.
PENDING	12/395,766	SYSTEMS AND METHODS FOR RETAINING A PLATE TO A SUBSTRATE WITH AN ASYNCHRONOUS THREAD FORM	2009-0216282	4811	US SPINE, INC.
PENDING	12/396,761	SURGICAL POSITIONING ASSEMBLY AND ASSOCIATED SPINAL IMPLANT	2009-0234364	4650	US SPINE, INC.
PENDING	12/397,884	SURGICAL SYSTEMS AND METHODS FOR JOINT FIXATION	2009-0248082	4813	US SPINE, INC.
PENDING	12/400,338	UNILATERAL FACET BOLT INSERTER	2009-0234394	4812	US SPINE, INC.
PENDING	12/485,393	TRANSFACET FIXATION ASSEMBLY & RELATED SURGICAL METHODS	2009-0312798	4880	US SPINE, INC.
PENDING	12/550,017	PERCUTANEOUS FACET FIXATION SYSTEM	2009-0318980	USP-10804/29	US SPINE, INC.
PENDING	12/572,638	FACET BUTTON ASSEMBLY AND RELATED SURGICAL METHODS	2010-0087859	4925 PROV	US SPINE, INC.
PENDING	12/572,618	MINIMALLY INVASIVE SURGERY PEDICLE SCREW SYSTEM	2010-0087866	4928	US SPINE, INC.
PENDING	12/578,690	MONOAXIAL AND POLYAXIAL PEDICLE SCREW	2010-0094354	4930 PROV	US SPINE, INC.
PENDING	12/579,667	INTERLOCKING BONE SCREW AND WASHER CONCEPTS (AKA LOCK-TIGHT)	2010-0094356	4932 PROV	US SPINE, INC.
PENDING	12/616,435	FACET DISTRACTION DEVICE & ASSOCIATED METHODS (AKA ELF)	2010-0137910	4940 PROV	US SPINE, INC.

4876825_3 DOC
9/14/2010

**US SPINE
SCHEDULE OF FOREIGN PATENTS AND PATENT APPLICATIONS**

Country	Status	Applicaton No.	Title	Attorney Docket No.	Notes
AU	pending	2005299362	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA FACET GUN)	USP-10222/29	
CN	pending	2005/80044918.5	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA FACET GUN)	USP-10228/29	
EP	pending	5819938.1	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA FACET GUN)	USP-10233/29	
IL	pending	182823	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA FACET GUN)	USP-10240/29	
IN	pending	3981/DELNP/2007	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA FACET GUN)	USP-10241/29	
JP	pending	2007-539089	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA FACET GUN)	USP-10243/29	
KR	pending	10-2007-7012051	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA FACET GUN)	USP-10244/29	
MX	pending	MX/a/2007/005081	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA FACET GUN)	USP-10247/29	
PCT	inactive	PCT/US2005/038676	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA FACET GUN)	USP-10252/29	NP entered in AE, IL, JP, MX as of 4/25/07.
ZA	pending	2007/04321	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA FACET GUN)	USP-10258/29	
AE	pending	361/2007	BONE FIXATION IMPLANT SYSTEM AND METHOD (AKA FACET GUN)	USP-10269/29	

SCHEDULE OF TRADEMARKS

**US SPINE
SCHEDULE OF US TRADEMARKS**

Mark	Serial No.	Registration No.	CBM Docket No.	Status	Owner
ADVANCING THE SCIENCE OF SPINE	77/391,147	3,633,793	4816	LIVE	US SPINE, INC.
APOGEE	77/391,041		4617	LIVE	US SPINE, INC.
FACETBOLT	77/391,067	3,559,272	4815	LIVE	US SPINE, INC.
FACETGUN	77/391,121	3,597,358	4814	LIVE	US SPINE, INC.
JAVELIN	77/905,169		5080	LIVE	US SPINE, INC.
LAMI-LOCK	77/822,690		5034	LIVE	US SPINE, INC.
OLIF	77/822,682		5033	LIVE	US SPINE, INC.
ORIGIN	77/391,187	3,597,360	4614	LIVE	US SPINE, INC.
PREFERENCE	77/391,168	3,597,359	4610	LIVE	US SPINE, INC.
US SPINE	77/391,136	3,596,784	4609	LIVE	US SPINE, INC.

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