

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
LASER SPINE INSTITUTE, LLC		12/23/2013	LIMITED LIABILITY COMPANY: FLORIDA

**RECEIVING PARTY DATA**

Name:	Texas Capital Bank, N.A., as Administrative Agent
Street Address:	2100 McKinney Avenue
Internal Address:	Suite 900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	3300891	LSI
Registration Number:	3478447	LASER SPINE INSTITUTE
Registration Number:	4316307	LASER SPINE INSTITUTE
Registration Number:	4316347	LASER SPINE INSTITUTE THE LEADER IN ENDO
Registration Number:	3643466	LSI
Registration Number:	3673997	TAKE YOUR LIFE BACK
Registration Number:	3846214	TOTAL SPINE CARE
Registration Number:	3977511	REGENADISC
Registration Number:	4406738	FROM YOU. FOR A BETTER YOU.
Registration Number:	4104490	ASPEN BACK AND BODY
Registration Number:	4155869	THE LEADER IN ENDOSCOPIC SPINE SURGERY
Registration Number:	4195200	RELIEF
Registration Number:	4265969	MINIMALLY INVASIVE STABILIZATION

CH \$690.00 3300891

Serial Number:	86090995	GO FROM A LIFE OF BACK PAIN TO A LIFETIM
Serial Number:	85693451	MOMENTUM MEDICAL
Serial Number:	85693437	MOMENTUM MEDICAL SOLUTIONS
Serial Number:	85392877	TOTAL BEREZKI SYSTEM
Serial Number:	85850837	REGENADISC FROM YOU. FOR A BETTER YOU.
Serial Number:	85392871	TOTAL Z FORAMINOTOMY
Serial Number:	85763718	ACTIVOMEGA
Serial Number:	85828304	OSTEOGOLD
Serial Number:	85763702	FLEXRENEW
Serial Number:	85693475	DISCAGEN
Serial Number:	85693484	STABILITYPLUS
Serial Number:	85763686	REVITAWELL
Serial Number:	85763695	BUILDBACK
Serial Number:	85763698	NUTRAEXCEL

**CORRESPONDENCE DATA**

Fax Number: 2147455390  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 214-745-5226  
Email: awalker@winstead.com  
Correspondent Name: Andrea Walker, Winstead PC  
Address Line 1: P. O. Box 131851  
Address Line 4: Dallas, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER:	13278-258 LSI-TCB TM S/A
NAME OF SUBMITTER:	Andrea Walker
Signature:	/Andrea Walker/
Date:	12/30/2013

Total Attachments: 5  
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**TRADEMARK SECURITY AGREEMENT**  
**(Laser Spine Institute, LLC)**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2013, is made by Laser Spine Institute, LLC, a Florida limited liability company (the "Debtor"), and Texas Capital Bank, N.A., as Administrative Agent (the "Secured Party"), for its benefit and the benefit of each other Secured Creditor.

**RECITALS:**

A. The Debtor, the Lenders parties thereto, and the Secured Party are parties to that certain Security Agreement dated as of November 30, 2011, (as amended, restated, or otherwise modified from time to time, the "Security Agreement").

B. Unless otherwise defined herein, terms used herein shall have the meanings ascribed to them in the Security Agreement (as amended, restated, or modified from time to time).

NOW, THEREFORE, in consideration of the benefits accruing to the Debtor, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Secured Party for the benefit of the Lenders and Secured Creditors as follows:

Section 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Debtor does hereby mortgage, pledge and hypothecate to Administrative Agent (as defined in the Credit Agreement), and grant to Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the Debtor's right, title, and interest in and to all of the following property, whether now owned or hereafter acquired, owned, arising, or existing (the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") referred to in Schedule 1 attached hereto, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof;
- (b) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned or which otherwise has the right to license, or granting any right to use any Trademark now or hereafter owned by any third party, and all rights under any such agreement (all of the foregoing items in this clause (b) being collectively called a "Trademark License") referred to in Schedule 1

attached hereto;

- (c) all goodwill associated therewith or symbolized thereby;
- (d) all other assets, rights and interests that uniquely reflect or embody such goodwill;
- (e) all rights to use and/or sell any of the foregoing;
- (f) the portion of the business to which each Trademark pertains;
- (g) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and
- (h) all proceeds of the foregoing.

Section 2. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of recording the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 3. Release of Security Interest. Upon the satisfaction of the Secured Obligations secured hereby, Administrative Agent shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release of record the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

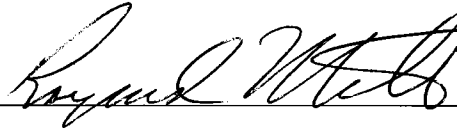
Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, this Agreement is executed as of the date first set forth above.

**DEBTOR:**

**LASER SPINE INSTITUTE, LLC,**  
a Florida limited liability company

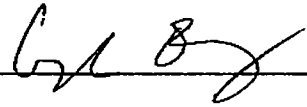
By: 

Print Name: RAYMOND MONTELEONE

Print Title: SECRETARY

**SECURED PARTY:**

**TEXAS CAPITAL BANK, N.A.**  
as Administrative Agent

By:  \_\_\_\_\_

Print Name: Gary L. Emery

Print Title: SVP

**SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations:**

MARK	SER. NO.	REG. NO.	FILED	STATUS	OWNER
LSI (old logo)	77047867	3300891	10/20/2006	Registered	Laser Spine Institute, LLC
Laser Spine Institute	77390847	3478447	2/7/2008	Registered	Laser Spine Institute, LLC
Laser Spine Institute (re-registration)	85683885	4316307	7/23/2012	Registered	Laser Spine Institute, LLC
Laser Spine Institute: The Leader in Endoscopic Spine Surgery	85685547	4316347	7/24/2012	Registered	Laser Spine Institute, LLC
LSI Logo	77629125	3643466	12/9/2008	Registered	Laser Spine Institute, LLC
Take Your Life Back	77457105	3673997	4/28/2008	Registered	Laser Spine Institute, LLC
Total Spine Care	77750030	3846214	6/2/2009	Registered	Laser Spine Institute, LLC
RegenaDISC	85165194	3977511	10/29/2010	Registered	Laser Spine Institute, LLC
from you. for a better you.	85850827	4406738	2/15/2013	Registered	Laser Spine Institute, LLC
Aspen Back and Body	85273050	4104490	3/22/2011	Registered	Laser Spine Institute, LLC
The Leader In Endoscopic Spine Surgery	85064233	4155869	6/16/2010	Registered	Laser Spine Institute, LLC
Relief Rock	85120996	4195200	9/1/2010	Registered	Laser Spine Institute, LLC
Minimally Invasive Stabilization	85572875	4265969	3/19/2012	Registered	Laser Spine Institute, LLC

**Trademark Applications:**

MARK	SER. NO.	FILED	STATUS	OWNER
Go from a life of back pain to a lifetime of living	86090995	10/14/2013	Pending	Laser Spine Institute, LLC
Momentum Medical	85693451	8/2/2012	Pending	Laser Spine Institute, LLC
Momentum Medical Solutions	85693437	8/2/2012	Pending	Laser Spine Institute, LLC
Total Berezki system	85392877	8/9/2011	Pending	Laser Spine Institute, LLC
RegenaDSIC: from you. for a better you.	85850837	2/15/2013	Pending	Laser Spine Institute, LLC
Total Z Foraminotomy	85850837	8/9/2011	Pending	Laser Spine Institute, LLC
ActivOmega	85763718	10/25/2012	Suspending/Pending	Laser Spine Institute, LLC
OsteoGold	85828304	1/21/2013	Pending	Laser Spine Institute, LLC
FlexRenew	85763702	10/25/2012	Pending	Laser Spine Institute, LLC
Discagen	85693475	8/2/2012	Pending	Laser Spine Institute, LLC
StabilityPlus	85693484	8/2/2012	Pending	Laser Spine Institute, LLC
RevitaWell	85763686	10/25/2012	Pending	Laser Spine Institute, LLC
BuildBack	85763695	10/25/2012	Pending	Laser Spine Institute, LLC
NutraExcel	85763698	10/25/2012	Pending	Laser Spine Institute, LLC

**TRADEMARK**