

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
Paradigm Spine, LLC		02/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
Fourth Dimension Spine, LLC		02/14/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PDL BioPharma, Inc.
Street Address:	932 Southwood Boulevard
City:	Incline Village
State/Country:	NEVADA
Postal Code:	89451
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3190053	COFLEX
Registration Number:	3505937	DSS
Registration Number:	3577909	PARADIGM SPINE
Registration Number:	3596580	PARADIGM SPINE
Registration Number:	3600439	THE MOVEMENT IN SPINE CARE
Registration Number:	3955728	COFLEX-F
Serial Number:	85655594	MOTION PRESERVING INTERLAMINAR STABILIZA
Serial Number:	85658023	INTERLAMINAR STABILIZATION
Serial Number:	85901352	COFLEX CONCIERGE
Serial Number:	85657975	YOUR TIME
Serial Number:	86101572	DCI
Serial Number:	85489764	FOURTH DIMENSION SPINE

CH \$365.00 3190053

Serial Number:	85489771	4 D S FOURTH DIMENSION SPINE
Serial Number:	85489786	4TH DIMENSION SPINE

CORRESPONDENCE DATA

Fax Number: 9494754754
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie S. Kann, Senior Paralegal
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	73748-00038
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	02/14/2014

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

FEBRUARY 14, 2014

WHEREAS, each of Paradigm Spine, LLC, a Delaware limited liability company, and Fourth Dimension Spine, LLC, a Delaware limited liability company (each herein referred to as "Grantor"), each having an address at 505 Park Avenue, 14th Floor, New York, New York, 10022, (1) has used and registered, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Sections 1(c) or 1(d) of the U.S. Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Sections 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office and the trademark registries of other countries (the "Trademarks"); and

WHEREAS, each Grantor has entered into a Guarantee and Collateral Agreement, dated as of the date hereof (said Guarantee and Collateral Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Guarantee and Collateral Agreement"), the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Agent, for itself and the Lender party to the Credit Agreement (in such capacity, the "Secured Party"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted to Secured Party a security interest in all right, title and interest of such Grantor in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks, including, but not limited to, the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark licenses and all proceeds of all of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement thereof, to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby further confirm, and put on the public record:

Section 1. Grant of Security Interest in Trademarks.

Each Grantor hereby grants to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) the Trademarks and all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule 1-A hereto (as such schedule may be amended or supplemented from time to time,

(ii) the goodwill of the business symbolized thereby,

(iii) all rights corresponding thereto throughout the world,

(iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,

(v) all licenses, claims, damages, and proceeds of suit arising therefrom, and

(vi) all payments and rights to payments arising out of the sale, lease, license assignment or other Disposition (as such term is defined in the Guarantee and Collateral Agreement) thereof.

Section 2. Guarantee and Collateral Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

Section 3. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in such Grantor's reasonable business judgment in connection with their Trademarks subject to a security interest hereunder.

Section 4. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PRINCIPLES.

Section 5. Counterparts.

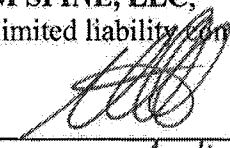
This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

GRANTORS:

PARADIGM SPINE, LLC,
a Delaware limited liability company

By: 
Name: Steven Anelio
Title: Chief Financial Officer

FOURTH DIMENSION SPINE, LLC,
a Delaware limited liability company

By: 
Name: Steven Anelio
Title: Chief Financial Officer

Schedule 1-A to the TRADEMARK SECURITY AGREEMENT

**Paradigm Spine, LLC
U.S. Registered Trademarks and Trademark Applications**

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date
COFLEX	78/595,007	03-25-2005	3,190,053	12-26-2006
DSS	77/125,066	03-07-2007	3,505,937	09-23-2008
PARADIGM SPINE and Design	78/674,106	07-20-2005	3,577,909	02-17-2009
PARADIGM SPINE	78/651,771	06-16-2005	3,596,580	03-24-2009
THE MOVEMENT IN SPINE CARE	78/980,906	04-18-2005	3,600,439	03-31-2009
COFLEX-F	77/942,097	02-23-2010	3,955,728	05-03-2011
MOTION PRESERVING INTERLAMINAR STABILIZATION	85/655,594	06-19-2012	N.A.	N.A.
INTERLAMINAR STABILIZATION	85/658,023	06-21-2012	N.A.	N.A.
COFLEX CONCIERGE	85/901,352	04-11-2013	N.A.	N.A.
YOUR TIME	85/657,975	06-21-2012	N.A.	N.A.
DCI	86/101,572	10-25-2013	N.A.	N.A.

**Fourth Dimension Spine, LLC
U.S. Registered Trademarks and Trademark Applications**

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date
FOURTH DIMENSION SPINE	85/489,764	12-07-2011	N.A.	N.A.
4 D S FOURTH DIMENSION SPINE and Design	85/489,771	12-07-2011	N.A.	N.A.
4TH DIMENSION SPINE	85/489,786	12-07-2011	N.A.	N.A.