

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avanta Orthopaedics, LLC		05/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Hayfin Services LLP		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6AF		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2286902	AVANTA ORTHOPAEDICS	
Registration Number:	2491633	RHEAD	
Registration Number:	3012341	SYSTEM PACK	
Registration Number:	2505686	UHEAD	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-760-7360		
Email:	trademark-dc@mofo.com		
Correspondent Name:	Hsiao-Ting Cheng		
Address Line 1:	1650 Tysons Boulevard		
Address Line 2:	Suite 400		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	72862-1		
NAME OF SUBMITTER:	Ilana Haller Parmer		
SIGNATURE:	/Ilana Haller Parmer/		
DATE SIGNED:	06/18/2014		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended or otherwise modified from time to time, "Agreement"), dated May 23, 2014, is made by Avanta Orthopaedics, LLC, a Delaware limited liability company located at 1380 S. Pennsylvania Avenue, Morrisville, PA 19067 ("Grantor") in favor of Hayfin Services LLP, an English limited liability partnership, located at One Eagle Place, London, SW1Y 6AF, United Kingdom, as Administrative Agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Secured Party"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Grantor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor has entered into an Amended and Restated Security Agreement, dated as of the date hereof, among Grantor and the other grantors signatory thereto, and Secured Party (as amended or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Grantor has hypothecated and granted to Secured Party, for the benefit of the Administrative Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (collectively, the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, the Parties agree as follows:

As collateral security for all of the Obligations, Grantor hereby grants to the Secured Party, for the benefit of the Administrative Agent and the Lenders, a continuing security interest in the Collateral, and Secured Party hereby accepts such security interest from Grantor. The security interest in the Collateral granted hereby is in addition to, and not in limitation of, the security interest granted by the Grantor in the Collateral pursuant to the Security Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

This Agreement shall be governed by, and construed in accordance with, the law of the state of New York applicable to contracts made and to be performed in the state of New York, except as required by mandatory provisions of law and except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereby, or


remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

* * *

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

GRANTOR:

AVANTA ORTHOPAEDICS, LLC

By: 
Name: Steven Ward
Title: Treasurer

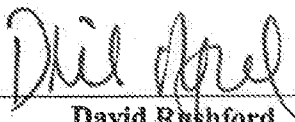
Signature Page to Trademark Security Agreement

ny-1143230

TRADEMARK
REEL: 005305 FRAME: 0005

Agreed and Accepted:

HAYFIN SERVICES LLP
acting by its member,
Hayfin Capital Management LLP

By: 
Name: **David Rushford**
Title: General Counsel

Signature Page to Trademark Security Agreement

ny-1143230

TRADEMARK
REEL: 005305 FRAME: 0006


ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY

ss.:

COUNTY OF ESSEX

On this 22th day of May, 2014, before me personally came Steven Ward, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Treasurer of Avanta Orthopaedics, LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the name of Avanta Orthopaedics, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.



Notary Public

DANA E. WIENER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEBRUARY 2, 2017

Signature Page to Trademark Security Agreement

SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

[See Schedule I-C to the Security Agreement]

SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

Product	Mark	Appl./ Reg. No.	Filing Date	Reg. Date	Country	Class	Owner	Comments
rHead Radial Head Implant, rHead RECON Radial Head Implant	AVANTA ORTHOPAEDICS RHEAD (Stylized)	75178026 2286902 76126299 2491633	10/07/1996 09/12/2000	10/19/1999 09/18/2001	US US	10 Int. 10 Int.	Avanta Orthopaedics, LLC Avanta Orthopaedics, LLC	Unreleased security agreement. Unreleased security agreement.
Complete Surgical Set for Individual Surgeries uHead Ulnar Implant	SYSTEM PACK UHEAD (Stylized)	78308594 3012341 76126298 2505686	10/02/2003 09/12/2000	11/01/2005 11/06/2001	US US	10 Int. 10 Int.	Avanta Orthopaedics, LLC Avanta Orthopaedics, LLC	Unreleased security agreement. Unreleased security agreement.