

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMENDIA, INC.		09/05/2014	CORPORATION: GEORGIA
OMNI ACQUISITION INC.		09/05/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3353 Peachtree Road N.E., North Tower		
Internal Address:	Suite M-10		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	77478619	OSTEOLINK	
Serial Number:	77478621	OSTEOTAC	
Serial Number:	77478624	OSTEOGRO	
Registration Number:	3804210	V	
Registration Number:	3860647	VC	
Registration Number:	4305630	VENUS	
Registration Number:	4277932	AMENDIA	
Registration Number:	4040877	A	
Registration Number:	4073005	THE ELEMENTS OF HEALING	
Registration Number:	4305880	GRIP QUICK	
Registration Number:	4197853	SAVANNAH	
Registration Number:	4252898	SPARTAN	
Registration Number:	4307723	DIAMOND	
Serial Number:	85535612	PHENIX	
Registration Number:	4244851	ZEUS	
Registration Number:	4219589	CAVIMEND	
Serial Number:	85699327	OSTEOMEND	
Serial Number:	85830148	VERTEMEND	
TRADEMARK			

OP \$790.00 77478619

Property Type	Number	Word Mark
Serial Number:	86134577	ISOTOPE
Serial Number:	86325755	PIEDMONT
Serial Number:	86343269	DUALFIX
Serial Number:	86379861	LLIF
Serial Number:	85827889	RENEW
Serial Number:	85933087	HYPERLORDOTIC LLIF 28
Registration Number:	4355570	S.A.F.E.
Registration Number:	4355571	S.A.F.E
Registration Number:	3988848	SPINE 360
Registration Number:	3990133	SPINE 360
Registration Number:	4118098	TALON SYSTEM
Registration Number:	4118099	SERPENT TALON LONG CANNULATED SYSTEM
Registration Number:	4118101	BARRACUDA ANTERIOR CERVICAL PLATE SYSTEM

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F151615
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	09/09/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of September 5, 2014, is entered into by and among **AMENDIA, INC.**, a Georgia corporation (the “**Borrower**”), **OMNI ACQUISITION INC.**, a Georgia corporation (together with the Borrower, each individually, a “**Grantor**”, and collectively, the “**Grantors**”), and **SILICON VALLEY BANK** (the “**Assignee**”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of September 5, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Guarantee and Collateral Agreement**”), among the Assignee, the Grantors and certain of the Borrower’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of September 5, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”), by and among the Borrower, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by each party hereto. Notwithstanding the foregoing, each Grantor authorizes the Assignee to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

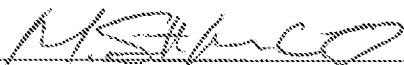
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: Scott McCarty

Title: Director

Address of Assignee:

Silicon Valley Bank
3353 Peachtree Road N.E., North Tower
Suite M-10
Atlanta, Georgia 30326

GRANTORS:

AMENDIA, INC.

By: 

Name: JEFFREY A. SMITH

Title: CEO

OMNI ACQUISITION INC.

By: 

Name: JEFFREY A. SMITH

Title: CEO

Address of Grantors:
c/o Amendia, Inc.
1755 West Oak Parkway
Marietta, GA 30062

Trademarks

Registered Trademarks and Pending Trademark Applications of Amendia, Inc.

Word Mark	Application Number	Registration Number
OSTEOLINK	77478619	
OSTEOTAC	77478621	
OSTEOGRO	77478624	
V	77672441	3804210
VC	77954589	3860647
VENUS	85123147	4305630
AMENDIA	85135485	4277932
A	85173161	4040877
THE ELEMENTS OF HEALING	85173165	4073005
GRIP QUICK	85339636	4305880
SAVANNAH	85513084	4197853
SPARTAN	85513118	4252898
DIAMOND	85535592	4307723
PHENIX	85535612	
ZEUS	85537827	4244851
CAVIMEND	85551780	4219589
OSTEOMEND	85699327	
VERTEMEND	85830148	
ISOTOPE	86134577	
PIEDMONT	86325755	
DUALFIX	86343269	
ΩLLIF (omegaLLIF)	86379861	
RENEW	85827889	
Hyperlordotic LLIF 28	85933087	
S.A.F.E.	85739020	4355570
S.A.F.E.	85739038	4355571

Registered Trademarks of Omni Acquisition Inc.

Word Mark	Application Number	Registration Number
SPINE 360	85141538	3988848
SPINE 360	85197792	3990133
TALON SYSTEM	85374298	4118098
SERPENT TALON LONG CANNULATED SYSTEM	85374324	4118099
BARRACUDA ANTERIOR CERVICAL PLATE SYSTEM	85374344	4118101

Registered Trademarks and Pending Trademark Applications Licensed to Amendia, Inc.

None.