

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323219

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK TRANSFER STATEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VENTURE LENDING & LEASING VI, INC.		11/13/2014	CORPORATION: MARYLAND
VENTURE LENDING & LEASING VII, INC.		11/13/2014	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AXIOMED LLC		
<b>Street Address:</b>	500 CUMMINGS CENTER, SUITE 3500		
<b>City:</b>	BEVERLY		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01915		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2591257	AXIOMED	
<b>Registration Number:</b>	3184474	FREEDOM	
<b>Registration Number:</b>	4354624	AXIOLOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8013281707		
<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>			
<b>Phone:</b>	801.533.9800		
<b>Email:</b>	dwilson@wnlaw.com		
<b>Correspondent Name:</b>	DANA L. TANGREN		
<b>Address Line 1:</b>	60 EAST SOUTH TEMPLE, SUITE 1000		
<b>Address Line 2:</b>	WORKMAN NYDEGGER		
<b>Address Line 4:</b>	SALT LAKE CITY, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	16714.150		
<b>NAME OF SUBMITTER:</b>	DANA L. TANGREN		
<b>SIGNATURE:</b>	/dana l. tangren/		
<b>DATE SIGNED:</b>	11/13/2014		

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**Total Attachments: 4**

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**TRADEMARK TRANSFER STATEMENT**  
(under Uniform Commercial Code Section 9-619)

WHEREAS, Axiomed Spine Corporation, a Delaware corporation ("**Axiomed**"), is the registered owner of certain trademarks and service marks registered in the United States Patent and Trademark Office, foreign trademark registrations, and common law trademarks and service marks, which are set forth on the Schedule attached hereto (hereinafter collectively referred to as the "**Marks**") and is the owner of the goodwill associated with the Marks;

WHEREAS, Axiomed, in a certain Intellectual Property Security Agreement dated March 20, 2013 and recorded with the United States Patent and Trademark Office, previously granted to each of Venture Lending & Leasing VI, Inc. ("**VLL6**") and Venture Lending & Leasing VII, Inc. ("**VLL7**") and sometimes being referred to herein together with VLL6 as "**Secured Parties**" and individually as a "**Secured Party**") security interests in all of Axiomed's right, title and interest in and to all general intangibles and other personal property owned by Axiomed, including, without limitation, the Marks and associated goodwill as security for certain loans which are in default;

WHEREAS, Axiomed has defaulted in connection with its secured obligations to Secured Parties;

WHEREAS, each Secured Party has exercised its post-default rights of foreclosure of its security interests in and to the Marks and the goodwill associated therewith, and pursuant to a power of sale and foreclosure has conveyed on November <sup>12</sup>, 2014, the Marks and associated goodwill to Axiomed LLC, a Delaware limited liability company ("**Transferee**"); and

WHEREAS, by reason of the exercise of such post-default remedies, all rights of Axiomed in and to the Marks have been acquired by Transferee.

NOW, THEREFORE, in accordance with Section 9619(b) of the California Commercial Code, Transferee is entitled to a transfer of record of all right, title and interest of Sellers (if any) and Axiomed in and to the Marks and associated goodwill, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to Transferee.

The mailing address of Axiomed, Secured Parties and the Transferee are as follows:

Axiomed:

Axiomed Spine Corporation  
5350 Transportation Blvd., Suite 18  
Garfield Heights, Ohio 44125  
Attention: President

Secured Parties:

Venture Lending & Leasing VI, Inc.  
Venture Lending & Leasing VII, Inc.  
104 La Mesa Drive, Suite 102

Portola Valley, CA 94028  
Attention: Chief Financial Officer

Transferee:

Axiomed LLC  
500 Cummings Center, Suite 3500  
Beverly, MA 01915  
Attention: Aditya Humad, Chief Financial  
Officer  
Fax: 978-232-3991

~~This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature, and such signature shall be treated as a fully enforceable signature hereto.~~

[Signature pages follow]

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**TRADEMARK**  
**REEL: 005401 FRAME: 0077**

[Signature Page to Trademark Transfer Statement]

IN WITNESS WHEREOF, each Secured Party and Transferee has caused its name to be signed by a duly authorized representative this 13 day of November, 2014.

SECURED PARTIES:

VENTURE LENDING & LEASING VI, INC.


By:   
Name: David Wanek  
Title: Vice President

VENTURE LENDING & LEASING VII, INC.

By:   
Name: David Wanek  
Title: Vice President

TRANSFEREE:

AXIOMED LLC

By:   
Name: ADITYA HUMAD  
Title: CFO

Schedule of Trademarks

1. U.S. Service Mark Registration No. 2591257 for AXIOMED.
  2. U.S. Trademark Registration No. 3184474 for FREEDOM.
  3. European Community Trademark Registration No. 4208021 for FREEDOM.
  4. U.S. Trademark Registration No. 4,354,624 for AXIOLOCK
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