

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329789

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRECISION SPINE, INC.		01/22/2015	CORPORATION:
SPINAL USA, INC.		01/22/2015	CORPORATION:
PRECISION MEDICAL, INC.		01/22/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	MC Admin Co LLC
Street Address:	640 Fifth Avenue
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Administrative Agent: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3495633	SLIMPLICITY
Serial Number:	77588127	SURE LOK
Serial Number:	85344315	SPINAL USA
Registration Number:	3897868	VERTIFUSE
Registration Number:	3232034	SPINAL USA
Serial Number:	85386680	RCS
Serial Number:	85386705	ACCUFIT
Serial Number:	85386714	SHURFIT
Registration Number:	4388640	REFORM
Serial Number:	85509389	MALIF
Serial Number:	85583289	PRECISION SPINE
Serial Number:	85583314	PRECISION SPINE SOLUTIONS
Serial Number:	85824796	PRECISION MEDICAL
Serial Number:	86122398	VAULT

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 2123108007

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: 212.310.8000

Email: Juan.Arias@Weil.com

Correspondent Name: Gina B. Lawrence

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	60627.0005 GINA LAWRENCE
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NAME OF SUBMITTER:	Gina B. Lawrence
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SIGNATURE:	/Gina B. Lawrence/
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DATE SIGNED:	01/22/2015
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Total Attachments: 4

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Intellectual Property Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 22, 2015, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of MC Admin Co LLC, as administrative agent and collateral agent (in such capacity, the “**Administrative Agent**”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 22, 2015 (as amended, restated, amended and restated, supplemented and/or modified from time to time, the “**Credit Agreement**”), among Precision Spine, Inc., a Delaware corporation (“**Holdings**”), Spinal USA, Inc., a Delaware corporation (“**Spinal**”) and Precision Medical, Inc., a Delaware corporation (“**Precision**”, and, together with Spinal, collectively, jointly and severally, the “**Borrowers**” and each a “**Borrower**”), the various lenders from time to time party thereto (the “**Lenders**”), and MC Admin Co LLC, as administrative agent (in such capacity, the “**Administrative Agent**”), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement, dated as of January 22, 2015 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented and/or modified from time to time, the “**Security Agreement**”), to grant a security interest in the Collateral (as defined in the Security Agreement) to secure the Obligations (as defined in the Security Agreement);

WHEREAS, each Assignor will obtain benefits from the incurrence of Loans by the Borrowers under the Credit Agreement and, if applicable, the entering into by the Borrowers and/or one or more of their respective Subsidiaries of Interest Rate Protection Agreements and, accordingly, desires to enter into this Agreement in order to satisfy the conditions described in the preceding recital and to induce the Lenders to make Loans and enter into Interest Rate Protection Agreements for the benefit of the Borrower;

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to each Grantor, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes the following representations and warranties to the Collateral Agent for the benefit of the Secured Creditors and hereby covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its

right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

PRECISION SPINE, INC., *as a Grantor*

By: 

Name: James R. Pastena

Title: Chairman and Chief Executive Officer

SPINAL USA, INC., *as a Grantor*

By: 

Name: James R. Pastena

Title: Chairman and Chief Executive Officer

PRECISION MEDICAL, INC., *as a Grantor*

By: 

Name: James R. Pastena

Title: Chairman and Chief Executive Officer

SCHEDULE OF MARKS AND APPLICATIONS

Appl. / Reg. No.	Mark	Status	Owner
3,495,633	SLIMPLICITY	Registered	Spinal USA, Inc.
77/588,127	SURE LOK	Allowed	Spinal USA, Inc.
85/344,315	SPINAL USA Logo	Allowed	Spinal USA, Inc.
3,897,868	VERTIFUSE	Registered	Spinal USA, Inc.
3,232,034	SPINAL USA	Registered	Spinal USA, Inc.
85/386,680	RCS	Allowed	Spinal USA, Inc.
85/386,705	ACCUFIT	Pending	Spinal USA, Inc.
85/386,714	SHURFIT	Allowed	Spinal USA, Inc.
4,388,640	REFORM	Registered	Spinal USA, Inc.
85/509,389	MALIF	Allowed	Spinal USA, Inc.
85/583,289	PRECISION SPINE	Allowed	Spinal USA, Inc.
85/583,314	PRECISION SPINE SOLUTIONS	Allowed	Spinal USA, Inc.
85/824,796	PRECISION MEDICAL	Allowed	Spinal USA, Inc.
86/122,398	VAULT	Allowed	Spinal USA, Inc.