

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spinal Elements, Inc.	FORMERLY Quantum Orthopedics Inc.	07/14/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, M/C 7578		
Internal Address:	Attn: National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85689084	KARMA	
Serial Number:	85644988	TI-BOND	
Serial Number:	85613029	HERO	
Serial Number:	85545037	LOTUS	
Serial Number:	85084272	DELIVERING A NEW STANDARD	
Serial Number:	77955416	SAPPHIRE	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	329034-126		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		

CH \$165.00 85689084

DATE SIGNED:	05/05/2015
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 14, 2005 by and between COMERICA BANK ("Bank") and QUANTUM ORTHOPEDICS INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2744 Loker Ave.
Carlsbad, CA 92008

Attn: Chief Executive Officer

QUANTUM ORTHOPEDICS INC.

By: 

Title: CFO, VP of OPERATIONS

BANK:

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager

COMERICA BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Appl. No.</u>	<u>Date</u>
Vertebral facet joint prosthesis and method of fixation	10865073	6/10/04
Osteoconductive integrated spinal cage and method of making same	10991956	11/18/04
System and method for protecting neurovascular structures	11055162	2/10/05
Interbody fusion device	D524443	11/4/05
Interbody fusion device	D533277	11/4/05
Flanged interbody fusion device with fastener insert and retaining ring	11374462	3/13/06
Orthopedic expansion fastener	11374658	3/13/06
Side-biased orthopedic fastener retention	11374659	3/13/06
Flanged interbody fusion device with locking plate	11374662	3/13/06
Flanged interbody fusion device	11374665	3/13/06
Flanged interbody fusion device with hinge	11374668	3/13/06
-Flanged interbody fusion device with oblong fastener apertures	11499860	8/4/06
Drill guide with rotating handle	11693145	3/29/07
Spinal implant distractor/insertor	11740242	4/25/07
Spinal implant distractor/insertor	12147380	6/26/08
Device and method for delivery of multiple heterogenous orthopedic implants	12167173	7/2/08
Attachable instrument guide with detachable handle	12176137	7/18/08
Interbody fusion device	D539934	4/3/07
Interbody fusion device	D541940	5/1/07
Interbody fusion device	D566276	4/8/08
Offset Opposing Arm Spinal Implant Distractor/Insertor	12047178	3/12/08
Retractor	11861149	9/25/07
Method of using a surgical tissue retractor	8409091	4/2/13
System and method for protecting neurovascular structures	8500763	8/6/13
Spinal implant distractor/insertor	8551105	10/8/13
Vertebral facet joint drill and method of use	8652137	2/18/14
Orthopedic expansion fastener	8696721	4/15/14
Method of using a surgical tissue retractor	8740786	6/3/14
Vertebral facet joint prosthesis and method of use	8740942	6/3/14
Methods and apparatus for stabilizing bone	8740949	6/3/14
Flanged interbody fusion device with fastener insert and retaining ring	8801794	8/12/14
Transverse connectors	8828055	9/9/14
Vertebral facet joint prosthesis and method of fixation	8858597	10/14/14
Rod reducer instrument for spinal surgery	8864767	10/21/14
Vertebral facet joint prosthesis and method of fixation	8882804	11/11/14
Spinal stabilization device	8888820	11/18/14
Vertebral facet joint drill and method of use	8992533	3/31/15
Vertebral facet joint prosthesis and method of fixation	8998953	4/7/15
Interbody bone implant	D724733	3/17/15
Implant and method for facet immobilization	12106248	4/18/08
Method for accessing a spinal facet joint	12121293	5/15/08
Loop rod spinal stabilization device	12195285	8/20/08
Flanged interbody fusion device	12748333	3/26/10
Methods and apparatus for stabilizing bone	13211052	8/16/11
Vertebral facet joint fusion implant and method for fusion	13403698	2/23/12
Method of using a vertebral facet joint drill	13585242	8/14/12

<u>Description</u>	<u>Patent/Apl. No.</u>	<u>Date</u>
Interbody fusion device	13768922	2/15/13
Method of using a surgical tissue retractor	13794470	3/11/13
Apparatus for spinal fixation and method of use	13804407	3/14/13
Apparatus for bone stabilization and distraction and methods of use	13804521	3/14/13
Attachable instrument guide with detachable handle	8764762	7/1/14
Vertebral facet joint prosthesis and method of fixation	7998172	8/16/11
Interbody fusion device	D564095	3/11/08
Drill guide with rotating handle	14286457	5/23/14
Methods and apparatus for stabilizing bone	14256532	4/18/14
Apparatus for promoting movement of nutrients to intervertebral space and method of use	13534307	6/27/12
Attachable instrument guide with detachable handle	13426388	3/21/12

EXHIBIT C

Trademarks

Description	Registration/ Application No.	Registration/ Application Date
ZYRE	78619812	4/29/05
LUCENT	78619820	4/29/05
CRYSTAL	78619825	4/29/05
ATOMIC	78851508	3/31/06
SE (Design)	78914974	6/22/06
SPINAL ELEMENTS	78914967	6/22/06
MOSAIC	77010060	9/28/06
MERCURY	77219599	6/29/07
LUCENT MAGNUM	77552506	8/21/08
MAGNUM+	77552501	8/21/08
VERTU	85824354	1/16/13
KARMA	85689084	7/27/12
TI-BOND	85644988	6/6/12
HERO	85613029	5/1/12
LOTUS	85545037	2/16/12
DELIVERING A NEW STANDARD	85084272	7/14/10
SAPPHIRE	77955416	3/10/10