

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341098

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OrthoCarolina, P.A.		05/08/2015	Professional Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	7711 Plantation Rd, 1st Fl., MAC R4057-01R		
<b>City:</b>	Roanoke		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	24019		
<b>Entity Type:</b>	National Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3134173	ORTHOCAROLINA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Mike Spies		
<b>Address Line 1:</b>	1700 Lincoln Street, Suite 4100		
<b>Address Line 2:</b>	Bryan Cave LLP		
<b>Address Line 4:</b>	Denver, COLORADO 80203		
<b>NAME OF SUBMITTER:</b>	Mike Spies		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	05/12/2015		
<b>Total Attachments: 4</b>			
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**GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

**WHEREAS**, ORTHOCAROLINA, P.A., a North Carolina professional corporation (the "Pledgor"), is the owner of the trademark applications and registrations listed on Schedule A attached hereto (all such trademarks, registrations and applications, collectively, the "Trademarks"); and

**WHEREAS**, the Pledgor has entered into an Amended and Restated Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of April 30, 2015, in which, among other things, the Pledgor has agreed with Wells Fargo Bank, National Association, as Lender (the "Lender"), with offices at 301 South Tryon Street, 28<sup>th</sup> Floor, Charlotte, North Carolina 28288, to execute this Grant;

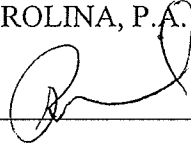
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Lender a security interest in all of its right, title and interest in and to (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, including, without limitation, the Trademarks, and the respective goodwill associated with each, (ii) licenses, fees and royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, and reissues, continuations or extensions thereof, and the use thereof, together with all proceeds and products thereof. This Grant has been given in conjunction with the security interest granted to the Lender under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference. To the extent there is any conflict between the terms of this Grant and the Security Agreement, the Security Agreement shall control. This Grant shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to the conflicts of law or choice of law principles thereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in Trademarks as of \_\_\_\_\_ May 8, 2015.

ORTHOCAROLINA, P.A.

By: \_\_\_\_\_



Name: Robert B. McBride, Jr.

Title: President

*[signature page to Grant of Security Interest in Trademarks]*

**TRADEMARK**  
**REEL: 005514 FRAME: 0864**

Schedule A

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
OrthoCarolina, P.A.	ORTHOCAROLINA	3,134,173	United States of America	August 22, 2006