

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laser Spine Institute, LLC		07/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association, as Agent		
Street Address:	2000 McKinney Ave., Ste. 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National bank: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	86674563	STAND TALL	
Serial Number:	86424853	LSI	
Serial Number:	86358544	LSI	
Registration Number:	3478447	LASER SPINE INSTITUTE	
Serial Number:	86410629	BACKIE	
Registration Number:	4703864		
Registration Number:	3643466	LSI	
Registration Number:	3673997	TAKE YOUR LIFE BACK	
Registration Number:	3846214	TOTAL SPINE CARE	
Registration Number:	3977511	REGENADISC	
Registration Number:	4104490	ASPEN BACK AND BODY	
Registration Number:	4155869	THE LEADER IN ENDOSCOPIC SPINE SURGERY	
Registration Number:	4195200	RELIEF	
Registration Number:	4265969	MINIMALLY INVASIVE STABILIZATION	
Registration Number:	4316307	LASER SPINE INSTITUTE	
Registration Number:	4316347	LASER SPINE INSTITUTE THE LEADER IN ENDO	
Registration Number:	4406738	FROM YOU. FOR A BETTER YOU.	
Registration Number:	4433611	MOMENTUM MEDICAL	
Registration Number:	4421103	REGENADISC FROM YOU. FOR A BETTER YOU.	
TRADEMARK			

OP \$565.00 86674563

Property Type	Number	Word Mark
Registration Number:	4456039	MOMENTUM MEDICAL SOLUTIONS
Registration Number:	4537349	GO FROM A LIFE OF BACK PAIN TO A LIFETIM
Serial Number:	86365011	LIVMD

CORRESPONDENCE DATA

Fax Number: 2149649501
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: 214.964.9427
Email: tatyana.rozenberg@hklaw.com
Correspondent Name: Tatyana Rozenberg
Address Line 1: Holland & Knight LLP
Address Line 2: 200 Crescent Court, Suite 1600
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	136392-00012/MADREWS
NAME OF SUBMITTER:	Tatyana Rozenberg
SIGNATURE:	/Tatyana Rozenberg/
DATE SIGNED:	07/02/2015

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of July 2, 2015, is made by LASER SPINE INSTITUTE, LLC, a Florida limited liability company (“*LSI*”), LSI MANAGEMENT COMPANY, LLC, a Florida limited liability company (“*LSI Management*”), and LASER SPINE SURGICAL CENTER, LLC, a Florida limited liability company (“*LSSC*” and together with LSI and LSI Management collectively, jointly and severally, the “*Grantors*” and each a “*Grantor*”), in favor of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association as administrative agent (“*Agent*”), on behalf of itself and the Lenders, as defined in the Credit Agreement referred to below (“*Secured Parties*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 2, 2015 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Grantors, the other Obligated Parties (as defined therein) thereto, the lenders from time to time party thereto (the “*Lenders*”) and Agent, the Lenders have severally agreed to make extensions of credit to Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors and Agent have entered into a Security Agreement of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”); and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Grantors under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree with the Agent 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 Intellectual Property Collateral. Whereas, pursuant to the Security Agreement, 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, hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the “*Intellectual Property Collateral*”):

- (a) all of its Trade Secrets and Trade Secret Licenses;

(b) all of its Copyrights and Copyright Licenses, including, without limitation, those copyright registrations and applications referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its Trademarks and Trademark Licenses, including, without limitation, those trademark registrations and applications referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US Patents and Patent Licenses, including, without limitation, those US patents referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantors, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantors or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantors; and

(g) 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.

Notwithstanding the foregoing and for the avoidance of doubt, the Intellectual Property Collateral shall not include any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This 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. Delivery of an executed signature page of this Agreement by

facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.


Section 5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Texas, without regard to conflict of law principles thereof, but giving effect to federal laws applicable to national banks.

[Signature Pages Follow]


In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

LASER SPINE INSTITUTE, LLC

By: 
Name: Ray Monteleone
Title: Secretary

LSI MANAGEMENT COMPANY, LLC

By: 
Name: Ray Monteleone
Title: Secretary

LASER SPINE SURGICAL CENTER, LLC

By: 
Name: Ray Monteleone
Title: Secretary

[Signatures Continue on Following Page]

ACCEPTED AND AGREED
as of the date first above written:

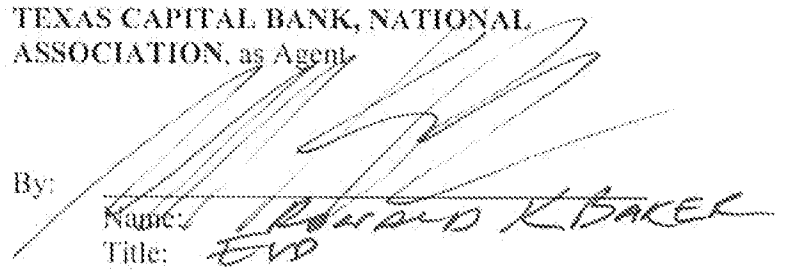
SECURED PARTY:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION, as Agent

By:

Name:

Title:



EDWARD K BAKER
EVD

[End of Signature Pages]

[Signature Page to Intellectual Property Security Agreement]

#36812869

TRADEMARK
REEL: 005568 FRAME: 0025

**Schedule 1
to
Intellectual Property Security Agreement**

Copyrights and Copyright Licenses

Copyrights										
Registration #	Registration Date	Title	Type	Description	Copyright Claimant	Date of Creation	Date of Publication	Nation of Publication	Application Author	Attorney
TX0007720530	8/16/2013	Laser Back Surgery Experts Hemiated Disc Spinal Stenosis Treatment	Text	Electronic file (eService)	Laser Spine Institute, LLC	2012	11/6/2012	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TX0007720531	8/16/2013	Laser Spine Orthopedic Surgery Spinal Back Surgery Experts	Text	Electronic file (eService)	Laser Spine Institute, LLC	2010	11/7/2010	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TX001912428	10/24/2014	www.laserspineinstitute.com	Computer File	CD-ROM + Print Material	Laser Spine Institute, LLC	2014		United States	Laser Spine Institute, LLC, employer for hire; Domicile: United States. Authorship: text, photograph(s), compilation, artwork	Scott D. Locke, Dorf & Nelson LLP

Schedule 2
to
Intellectual Property Security Agreement
Trademarks and Trademark Licenses

Serial #	Reg #	Word Mark	Owner	Attorney of Records	Register	Status	Live/Dead	Filing Date	Registration Date	Abandoned Date	Office Action Date	Office Action Deadline	Date of Response	NEXT ACTION DATE	Jurisdiction
86674563		Stand Tall	Laser Spine Institute	Scott D Locke	Principal	Live	6/25/2015								United States
86424853		LSI (Letters)	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI	Scott D. Locke	Principal	Pending	10/15/2014								United States
86388544		"LSI" (old logo re-file)	LSI Laser Spine Institute	Carly Todd	Principal	Pending	8/6/2014								United States
77390847	3478447	"Laser Spine Institute"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Supplemental	Registered	LIVE	2/7/2008	7/29/2008		5/23/2008	11/23/2008	6/23/2008	4/7/2019	United States
86410629		BACKIE	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Scott D Locke	Principal	Pending	Pending	9/30/2014							
86401849	4731409	Give & Grub	LSI Management Company, LLC	Scott D Locke	Principal	Registered	LIVE	9/22/2014	5/15/2015					5/15/2020	United States
86394395	4703864	"Vertical Lines" Logo	Lasers Spine Institute, LSI	Scott D Locke	Principal	Registered	LIVE	9/15/2014	3/17/2015					3/17/2020	United States
77629125	3643466	LSI (new logo)	Laser Spine Institute, LLC	Carly Todd	Principal	Registered	LIVE	12/9/2008	6/23/2009		2/12/2009	8/12/2009	2/27/2009	7/29/2018	United States
77457105	3673997	"Take Your Life Back"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	4/28/2008	8/25/2009		1/22/2009	7/22/2009	7/10/2009	9/25/2019	United States
77750030	3846214	"Total Spine Care"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	6/2/2009	9/7/2010					9/7/2015	United States
88165194	3977511	RegenaDISC (Name)	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	10/29/2010	3/29/2011					6/14/2016	United States
88273050	4104490	"Aspen Back and Body"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	3/22/2011	2/28/2012		5/24/2011	11/24/2011	10/13/2011	2/28/2017	United States
88064233	4155869	"The Leader In Endoscopic Spine Surgery"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Supplemental	Registered	LIVE	6/16/2010	6/5/2012					6/5/2017	United States
88120096	4195200	"Relief Rock"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	9/1/2010	8/21/2012		12/22/2010	6/22/2011	2/22/2011	8/21/2017	United States
88572875	4265969	"Minimally Invasive Stabilization"	Laser Spine Institute, LLC LIMITED LIABILITY	Carly Todd	Supplemental	Registered	LIVE	3/19/2012	12/25/2012		6/2/2012	12/22/2012	11/1/2012	12/25/2017	United States

			COMPANY FLORIDA																			
85638885	4316307	Re-Registration of "Laser Spine Institute"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	7/23/2012	4/9/2013		11/25/2012	5/25/2013	11/27/2012	4/9/2018								United States
8565547	4316347	Combination Mark (Logo+Name+Leader in Endoscopic Spine Surgery)	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	7/24/2012	4/9/2013		11/25/2012	5/25/2013	11/27/2012	4/9/2018								United States
85850827	4406738	From you. For a better you.	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	2/15/2013	9/24/2013					9/24/2018								United States
85693451	4433611	"Momentum Medical"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	8/2/2012	11/12/2013		2/16/2013	8/26/2013	8/23/2013	11/12/2018								United States
85850837	4421103	RegenaDISC Name + Slogan Combo	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	2/15/2013	10/22/2013		6/8/2013	12/8/2013	6/11/2013	10/22/2018								United States
85693437	4456039	"Momentum Medical Solutions"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	8/2/2012	12/24/2013		4/16/2013	10/16/2013	10/11/2013	12/24/2018								United States
86090995	4537349	"Go from a life of back pain to a lifetime of living"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	10/14/2013	5/27/2014					5/27/2019								United States
86365011		"L.A.M.D." (re-file)	Laser Spine Institute, LLC AKA "L.A.M.D." (re-file)	Carly Todd	Principal		Pending	8/13/2014														United States

1615159	TMA894, 234	"Laser Spine Institute The Leader in Endoscopic Spine Surgery"	Laser Spine Institute, LLC		Principal	Registered	LIVE	2/21/2013	1/16/2015					1/16/2030								Canada
1618657		RegenaDISC & Design (logo)	Laser Spine Institute, LLC		Principal	Pending		11/26/2013														Canada

Schedule 3
to
Intellectual Property Security Agreement

Patents and Patent Licenses

Case #	Title	Owner	Country	Case Type	Application	Filing Date	Publication #	Publication Date	Patent #	Issue Date	Status
LASERSP 0005-PCT	Formaninoplasty Device	Laser Spine Surgical Center, LLC	Patent Cooperation Treaty	ORD	PCT/US12/20257	5-Jan-12	WO 2012102842	2-Aug-12			Published
LASERSP 0006-PCT	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Patent Cooperation Treaty	ORD	PCT/US2014/014404	3-Feb-14	WO 2014/123803	14-Aug-14			Published
	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Uruguay		35316	8-Feb-13					Pending
LASERSP 0006-US	Regeneration of Spinal Discs	Laser Spine Institute, LLC	United States of America	PRI	13/762,471	3-Feb-13	2014/02272240	14-Aug-14			Published
LASERSP 0006-US1	Regeneration of Spinal Discs (re-file)	Laser Spine Institute, LLC	United States of America		14/699,349	29-Apr-15					Pending