

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blackstone Medical, Inc.		08/31/2015	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2S		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3091181	ALLOQUENT	
Registration Number:	3101182	ASCENT	
Registration Number:	4617942	AZURE	
Registration Number:	2347454	BLACKSTONE	
Registration Number:	4617817	CENTURION	
Registration Number:	4518075	COLLAGE	
Registration Number:	3177831	CONSTRUX	
Registration Number:	3948229	FIREBIRD	
Registration Number:	4584703	FORZA	
Registration Number:	3294440	HALLMARK	
Registration Number:	4672668	LONESTAR	
Registration Number:	3163236	NEWBRIDGE	
Registration Number:	3283488	NGAGE	
Registration Number:	3865997	ORIGEN DBM	
Registration Number:	3888138	PILLAR	
Registration Number:	3905799	PROVIEW	
Registration Number:	4685448	QUADRX	
Registration Number:	4088522	RELIANT	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4685560	SKYHAWK
Registration Number:	3162338	TRINITY
Registration Number:	3162329	TRINITY
Registration Number:	4589285	TRINITY ELITE
Registration Number:	4214388	TRINITY EVOLUTION
Registration Number:	4214389	TRINITY EVOLUTION
Registration Number:	3242795	UNITY
Registration Number:	3261640	UNITY 51
Registration Number:	3278822	UNITY LX
Registration Number:	4656639	VERSASHIELD
Serial Number:	86552235	
Serial Number:	86552540	JANUS
Serial Number:	86011745	QUADRX L
Serial Number:	86011695	QLIF - QUADRX LATERAL INTERBODY FUSION S

CORRESPONDENCE DATA

Fax Number: 2147455390

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: 214-745-5226

Email: AWALKER@WINSTEAD.COM

Correspondent Name: Andrea Walker, Winstead PC

Address Line 1: P. O. Box 131851

Address Line 4: Dallas, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER:	58437-4 TM SEC AGR BLACKS
NAME OF SUBMITTER:	Andrea Walker
SIGNATURE:	/Andrea Walker/
DATE SIGNED:	09/24/2015

Total Attachments: 6

source=58437-4 (13) signed Trademark Security Agreement (Blackstone)#page1.tif
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TRADEMARK SECURITY AGREEMENT

WHEREAS, Blackstone Medical, Inc., a Massachusetts corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of August 31, 2015 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain affiliates of Grantor, and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;

(2) each License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each License referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, Proceeds and products of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any License, or (b) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any License, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

BLACKSTONE MEDICAL, INC.

By: 

Name: Maritza V. Royall

Title: VP, Tax & Treasury

SECURED PARTY:

JPMORGAN CHASE BANK, N.A., as administrative agent

By: _____

Name: Gregory T. Martin

Title: Executive Director

Schedule 1
to Trademark
Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Application No.	Registration No.	Owner	Trademark	Country	Application Date	Registration Date	Status
78415750	3091181	Blackstone Medical, Inc.	ALLOQUENT	United States of America	10-May-04	9-May-06	Registered
76552455	3101182	Blackstone Medical, Inc.	ASCENT	United States of America	26-Sep-03	6-Jun-06	Registered
85609862	4617942	Blackstone Medical, Inc.	AZURE	United States of America	26-Apr-12	7-Oct-14	Registered
75233941	2347454	Blackstone Medical, Inc.	BLACKSTONE	United States of America	30-Jan-97	2-May-00	Registered
85239444	4617817	Blackstone Medical, Inc.	CENTURION	United States of America	10-Feb-11	7-Oct-14	Registered
85261533	4518075	Blackstone Medical, Inc.	COLLAGE	United States of America	8-Mar-11	22-Apr-14	Registered
78415732	3177831	Blackstone Medical, Inc.	CONSTRUX	United States of America	10-May-04	28-Nov-06	Registered
77632207	3948229	Blackstone Medical, Inc.	FIREBIRD	United States of America	12-Dec-08	19-Apr-11	Registered
85182848	4584703	Blackstone Medical, Inc.	FORZA	United States of America	22-Nov-10	12-Aug-14	Registered
76626832	3294440	Blackstone Medical, Inc.	HALLMARK	United States of America	4-Jan-05	18-Sep-07	Registered
86064135	4672668	Blackstone Medical, Inc.	LONESTAR	United States of America	13-Sep-13	13-Jan-15	Registered
86552235		Blackstone Medical, Inc.	MISCELLANEOUS DESIGN (Triangular Logo)	United States of America	3-Mar-15		Pending
76627654	3163236	Blackstone Medical, Inc.	NEWBRIDGE	United States of America	12-Jan-05	24-Oct-06	Registered

Application No.	Registration No.	Owner	Trademark	Country	Application Date	Registration Date	Status
78415714	3283488	Blackstone Medical, Inc.	NGAGE	United States of America	10-May-04	21-Aug-07	Registered
78932408	3865997	Blackstone Medical, Inc.	ORIGEN DBM	United States of America	18-Jul-06	19-Oct-10	Registered
78880509	3888138	Blackstone Medical, Inc.	PILLAR	United States of America	10-May-06	7-Dec-10	Registered
78880515	3905799	Blackstone Medical, Inc.	PROVIEW	United States of America	10-May-06	11-Jan-11	Registered
85971040	4685448	Blackstone Medical, Inc.	QUADRX	United States of America	26-Jun-13	10-Feb-15	Registered
78935508	4088522	Blackstone Medical, Inc.	RELIANT	United States of America	23-Jul-06	17-Jan-12	Registered
86064122	4685560	Blackstone Medical, Inc.	SKYHAWK	United States of America	13-Sep-13	10-Feb-15	Registered
78752413	3162338	Blackstone Medical, Inc.	TRINITY	United States of America	11-Nov-05	24-Oct-06	Registered
78751479	3162329	Blackstone Medical, Inc.	TRINITY & Design	United States of America	10-Nov-05	24-Oct-06	Registered
85717101	4589285	Blackstone Medical, Inc.	TRINITY ELITE	United States of America	30-Aug-12	19-Aug-14	Registered
77981853	4214388	Blackstone Medical, Inc.	TRINITY EVOLUTION	United States of America	12-Dec-08	25-Sep-12	Registered
77981854	4214389	Blackstone Medical, Inc.	TRINITY EVOLUTION & Design	United States of America	12-Dec-08	25-Sep-12	Registered
76625481	3242795	Blackstone Medical, Inc.	UNITY	United States of America	23-Dec-04	15-May-07	Registered
76635940	3261640	Blackstone Medical, Inc.	UNITY 51	United States of America	13-Apr-05	10-Jul-07	Registered
77025991	3278822	Blackstone Medical, Inc.	UNITY LX	United States of America	20-Oct-06	14-Aug-07	Registered

Application No.	Registration No.	Owner	Trademark	Country	Application Date	Registration Date	Status
85652295	4656639	Blackstone Medical, Inc.	VERSASHIELD & Design	United States of America	14-Jun-12	16-Dec-14	Registered
86/552540		Blackstone Medical, Inc.	JANUS	United States of America	4-March-15		Pending
86/011745		Blackstone Medical, Inc.	QUADRX L	United States of America	16-July-13		Pending
86/011695		Blackstone Medical, Inc.	QLIF- QUADRX LATERAL INTERBODY FUSION SYSTEM	United States of America	16-July-13		Pending