Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM356197

TRADEMARK ASSIGNMENT COVER SHEET

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AMEI Technologies Inc.		08/31/2015	CORPORATION: DELAWARE

### **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: 14**

Property Type	Number	Word Mark
Registration Number:	1981113	1-800-BONEFIX
Registration Number:	2265742	CERVICAL-STIM
Registration Number:	3103333	CONTOURS VPS
Registration Number:	3094296	8 PLATE-GUIDED GROWTH SYSTEM
Registration Number:	2592020	EZBRACE
Registration Number:	3090036	GOTFRIED PC.C.P
Registration Number:	2991110	IISKD
Registration Number:	3029777	M2 MULTIPLANAR MINIRAIL
Registration Number:	3202786	OSTEOMAX
Registration Number:	2269876	OSTEO-TITE
Registration Number:	4365029	PHOENIX
Registration Number:	1701625	PHYSIO-STIM
Registration Number:	1384143	SPINAL-STIM
Registration Number:	2789136	THE HEALING ADVANTAGE

#### **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.

REEL: 005629 FRAME: 0922

TRADEMARK 900338707

**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 AMEI
NAME OF SUBMITTER:	Andrea Walker
SIGNATURE:	/Andrea Walker/
DATE SIGNED:	09/24/2015

#### **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

WHEREAS, AMEI Technologies Inc., a Delaware corporation ("<u>Grantor</u>"), owns the Trademarks and trademark applications listed on <u>Schedule 1</u> 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 <u>Schedule 1</u> 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 <u>Schedule 1</u> annexed hereto, the trademark registrations issued with respect to the trademark applications referred in <u>Schedule 1</u> 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:**

AMEI TECHNOLOGIES INC.

Name: Maritza V. Royall

Title: VP, Tax & Treasury

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## SECURED PARTY:

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

By:
Name: Gregory T. Martin
Title: Executive Director

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# Schedule 1 to Trademark Security Agreement

## TRADEMARKS AND TRADEMARK APPLICATIONS

Application No.	Registration No.	Owner	Trademark	Country	Application Date	Registration Date	Status
140.	ivo.				Date	Date	
74701365	1981113	AMEI Technologies Inc.	1-800-BONEFIX	United States of America	14-Jul-95	18-Jun-96	Registered
75438792	2265742	AMEI Technologies Inc.	CERVICAL-STIM	United States of America	23-Feb-98	27-Jul-99	Registered
78531522	3103333	AMEI Technologies Inc.	CONTOURS VPS	United States of America	13-Dec-04	13-Jun-06	Registered
78507012	3094296	AMEI Technologies Inc.	EIGHT-PLATE GUIDED GROWTH SYSTEM & Design	United States of America	27-Oct-04	16-May-06	Registered
75639824	2592020	AMEI Technologies Inc.	EZBRACE	United States of America	12-Feb-99	9-Jul-02	Registered
78629383	3090036	AMEI Technologies Inc.	GOTFRIED PC.C.P & Design	United States of America	13-May-05	9-May-06	Registered
76559664	2991110	AMEI Technologies Inc.	I ISKD & Design	United States of America	31-Oct-03	6-Sep-05	Registered
76539759	3029777	AMEI Technologies Inc.	M2 MULTIPLANAR MINIRAIL & Design	United States of America	25-Aug-03	13-Dec-05	Registered
78607031	3202786	AMEI Technologies Inc.	OSTEOMAX	United States of America	12-Apr-05	23-Jan-07	Registered
75430442	2269876	AMEI Technologies Inc.	OSTEO-TITE	United States of America	6-Feb-98	10-Aug-99	Registered
77967103	4365029	AMEI Technologies Inc.	PHOENIX	United States of America	24-Mar-10	9-Jul-13	Registered
74209479	1701625	AMEI Technologies Inc.	PHYSIO-STIM	United States of America	4-Oct-91	21-Jul-92	Registered

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Application No.	Registration No.	Owner	Trademark	Country	Application Date	Registration Date	Status
73552537	1384143	AMEI Technologies Inc.	SPINAL-STIM	United States of America	8-Aug-85	25-Feb-86	Registered
76058155	2789136	AMEI Technologies Inc.	THE HEALING ADVANTAGE	United States of America	26-May-00	2-Dec-03	Registered

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**RECORDED: 09/24/2015**