

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Center for Orthopedic and Research Excellence, Inc.		02/12/2016	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	PRINCETON VENTURES/CORE, LLC		
Street Address:	5 Vaughn Drive		
Internal Address:	Suite 202		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	CORE INVESTCO, LLC		
Street Address:	601 Union St.		
Internal Address:	Suite 3200		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	86803400	THE SPORTS NEUROLOGY CLINIC AT THE CORE	
Serial Number:	86803417	THE KUTCHER INSTITUTE FOR SPORTS NEUROLO	
Serial Number:	86746477	NEUROSPORT	
Serial Number:	86746465	CORE TOTAL BRAIN HEALTH	
Serial Number:	86746456	NEUROSPORT RESEARCH SOCIETY	
Serial Number:	86746451	CORE NEUROSPORT	
Serial Number:	86746431	TOTAL BRAIN HEALTH	
Serial Number:	86746427	THE NEUROSPORT CLINIC	
Serial Number:	86746418	NEUROSPORT AT THE CORE INSTITUTE	
Serial Number:	86632661	ATHLETIC BRAIN HEALTH	
Registration Number:	4792087	THE CORE INSTITUTE SPECIALTY HOSPITAL	
TRADEMARK			

OP \$540.00 86803400

Property Type	Number	Word Mark
Serial Number:	86491252	THE CORE INSTITUTE
Registration Number:	4605645	EXCELLENCE HEADQUARTERS EH
Registration Number:	4605644	EH
Registration Number:	4604912	EXCELLENCE HEADQUARTERS
Registration Number:	4577559	THE MOTIONSTORE
Registration Number:	4275619	CORE INK
Registration Number:	4164738	THE CORE INSTITUTE CENTER FOR ORTHOPEDIC
Registration Number:	3327351	KEEP LIFE IN MOTION
Registration Number:	3090825	THE CORE INSTITUTE
Registration Number:	3133583	CORE-THE CENTER FOR ORTHOPEDIC RESEARCH

CORRESPONDENCE DATA

Fax Number: 2123553333

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: 2124597136

Email: tbennett@goodwinprocter.com

Correspondent Name: Tracey D. Bennett

Address Line 1: c/o Goodwin Procter LLP

Address Line 2: 620 8th Ave.

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	123086.247101
NAME OF SUBMITTER:	Tracey D. Bennett
SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	02/16/2016

Total Attachments: 12
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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Purchasers pursuant to or in connection with this agreement, the terms of this agreement and the exercise of any right or remedy by the Purchasers hereunder are subject to the provisions of the Subordination Agreement dated as of February 12, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Subordination Agreement**"), among Comerica Bank, as the senior lender, and the Purchasers (as defined in this agreement), as the subordinated creditors. In the event of any conflict between the terms of the Subordination Agreement and this agreement, the terms of the Subordination Agreement shall control.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 12, 2016 by and between **CORE INVESTCO, LLC** ("**Core Investco**"), **PRINCETON VENTURES/CORE, LLC** ("**Princeton**") and, together with Core Investco, each a "**Purchaser**" and collectively the "**Purchasers**") and **The Center for Orthopedic and Research Excellence, Inc.**, an Arizona corporation ("**CORE**") and each of the parties listed on Annex A attached hereto and each additional party added as a Borrower from time to time (each, including CORE, individually and collectively, jointly and severally, "**Grantor**").

RECITALS

A. Each Purchaser has agreed to purchase certain senior subordinated secured convertible promissory notes from the Grantor (the "Notes") in the amounts and manner set forth in that certain Convertible Notes Purchase and Security Agreement by and between the Purchasers and Grantor dated of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "NPA"; capitalized terms used herein are used as defined in the NPA). Each Purchaser is willing to purchase the Notes from Grantor, but only upon the condition, among others, that Grantor shall grant to the Purchasers a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the NPA.

B. Pursuant to the terms of the NPA, Grantor has granted to the Purchasers 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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to the Purchasers 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 Exhibits 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 the Purchasers under the NPA. The rights and remedies of the Purchasers with respect to the security interest granted hereby are in addition to those set forth in the NPA and the other Loan Documents, and those which are now or hereafter available to the Purchasers as a matter of law or equity. Each right, power and remedy of the Purchasers provided for herein or in the NPA 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 the Purchasers of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the NPA 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 the Purchasers, 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 that, as of the date hereof, 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.

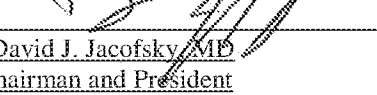
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantors:

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

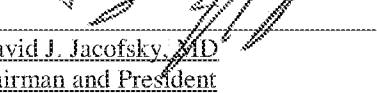
The Center for Orthopedic and Research Excellence, Inc.

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

Physician Nutritional Solutions, LLC

By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

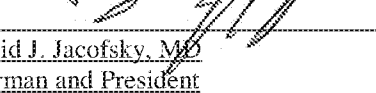
18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

Excellence Management Arizona, LLC

By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

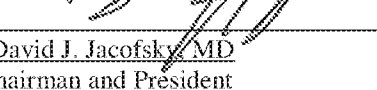
18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

Excellence Management Michigan, LLC

By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

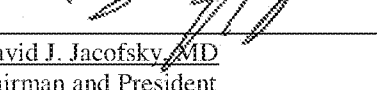
18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

CORE Specialty Surgical Holdings, LLC

By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

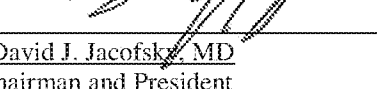
18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

The Motion Store, LLC

By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

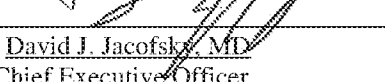
By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

[Intellectual Property Security Agreement signature page continues onto next page]

GRANTORS (cont.):

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chief Executive Officer

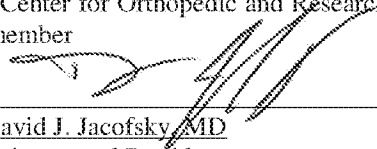
VIRT2 Health Analytics, LLC

By: 
Name: David J. Jacofsky, MD
Title: Chief Executive Officer

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

Excellence Neurological Holdings, LLC

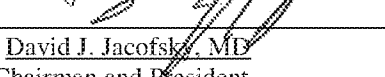
By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

Excellence Michigan Merger Sub, LLC

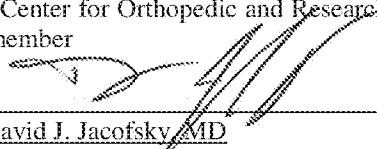
By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

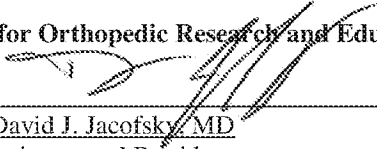
Physician Real Estate Solutions, LLC

By: The Center for Orthopedic and Research Excellence, Inc.,
its sole member

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

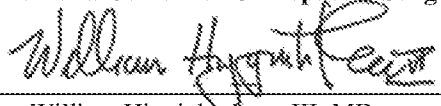
18444 25th Avenue
Phoenix, AZ 85023
Attn: Chairman and President

Center for Orthopedic Research and Education, Inc.

By: 
Name: David J. Jacofsky, MD
Title: Chairman and President

The Porretta Center for Orthopaedic Surgery, P.C.

22250 Providence Dr., Ste. 401
Southfield, MI 48075
Attn: President

By: 
Name: William Higginbotham, III, MD
Title: President

PURCHASERS:

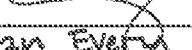
CORE INVESTCO, LLC

By: FHM VII, LP, its Manager

By: FHM VII, LLC, its general partner

Address:

601 Union St, Suite 3200
Seattle, WA 98101
Attn: Nathan Every

By: 
Name: Nathan Every
Title: General Partner

PRINCETON VENTURES/CORE, LLC

By: PV/CORE, LLC, its Manager

Address:

Attn: _____

By: _____
Name: _____
Title: _____

PURCHASERS:

CORE INVESTCO, LLC

By: FHM VII, LP, its Manager

By: FHM VII, LLC, its general partner

Address:

.....

.....

Attn:

By:

Name:

Title:

PRINCETON VENTURES/CORE, LLC

By: PV/CORE, LLC, its Manager

Address:

5 VAUGHAN DRIVE, Suite 302
PRINCETON, NJ 08540
Attn: JIM WATKINS

By: 

Name: JAMES R. WATKINS

Title: MANAGER

[Signature page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 005732 FRAME: 0404

ANNEX A

The Center for Orthopedic and Research Excellence, Inc.

Physician Nutritional Solutions, LLC

Excellence Management Arizona, LLC

Excellence Management Michigan, LLC

CORE Specialty Surgical Holdings, LLC

The Motion Store, LLC

VIRT2 Health Analytics, LLC

Excellence Neurological Holdings, LLC

Excellence Michigan Merger Sub, LLC

Physician Real Estate Solutions, LLC

Center for Orthopedic Research and Education, Inc.

The Porretta Center for Orthopaedic Surgery, P.C.

EXHIBIT A

Copyrights

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

EXHIBIT B**Patents**

Owner	Description	Patent / Application Number	Issue / Application Date
Center for Orthopedic Research and Education, Inc.	Spinal interbody spacer device and methods of using same	9,173,749	11/03/15
Center for Orthopedic Research and Education, Inc.	Spinal facet fixation device	9,072,561	07/07/15
Center for Orthopedic Research and Education, Inc.	Modular polyaxial pedicle screw system	8,926,669	01/06/15
Center for Orthopedic Research and Education, Inc.	Spinal interbody spacer device	8,556,976	10/15/13
Center for Orthopedic Research and Education, Inc.	Modular pedicle screw system	8,167,912	05/01/12
Center for Orthopedic Research and Education, Inc.	Placement tool for bone assembly, and systems and methods of using same	14/790,557	07/02/15
Center for Orthopedic Research and Education, Inc.	Graft tensioning device	12/784,701	05/21/10
Center for Orthopedic Research and Education, Inc.	Modular Pedicle Screw System	9,247,966	02/02/16
Center for Orthopedic Research and Education, Inc.	Method of providing DVT prophylactic therapy using a passive motion machine	14/192,016	02/27/14

EXHIBIT C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
VIRT2 Health Analytics, LLC	VIRT2 HEALTH	86/496,067	01/06/15
The Center for Orthopedic and Research Excellence, Inc.	THE SPORTS NEUROLOGY CLINIC AT THE CORE INSTITUTE	86/803,400	10/29/15
The Center for Orthopedic and Research Excellence, Inc.	THE KUTCHER INSTITUTE FOR SPORTS NEUROLOGY	86/803,417	10/29/15
The Center for Orthopedic and Research Excellence, Inc.	NEUROSPORT	86/746,477	09/03/15
The Center for Orthopedic and Research Excellence, Inc.	CORE TOTAL BRAIN HEALTH	86/746,465	09/03/15
The Center for Orthopedic and Research Excellence, Inc.	NEUROSPORT RESEARCH SOCIETY	86/746,456	09/03/15
The Center for Orthopedic and Research Excellence, Inc.	CORE NEUROSPORT	86/746,451	09/03/15
The Center for Orthopedic and Research Excellence, Inc.	TOTAL BRAIN HEALTH	86/746,431	09/03/15
The Center for Orthopedic and Research Excellence, Inc.	THE NEUROSPORT CLINIC	86/746,427	09/03/15
The Center for Orthopedic and Research Excellence, Inc.	NEUROSPORT AT THE CORE INSTITUTE	86/746,418	09/03/15
The Center for Orthopedic and Research Excellence, Inc.	ATHLETIC BRAIN HEALTH	86/632,661	05/18/15
The Center for Orthopedic and Research Excellence, Inc.	THE CORE INSTITUTE SPECIALTY HOSPITAL	4,792,087	08/11/15
The Center for Orthopedic and Research Excellence, Inc.	THE CORE INSTITUTE	86/491,252	12/29/14
The Center for Orthopedic and Research Excellence, Inc.	EXCELLENCE HEADQUARTERS EH	4,605,645	09/16/14

EXHIBIT C (cont.)

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
The Center for Orthopedic and Research Excellence, Inc.	EH	4,605,644	09/16/14
The Center for Orthopedic and Research Excellence, Inc.	EXCELLENCE HEADQUARTERS	4,604,912	09/16/14
The Center for Orthopedic and Research Excellence, Inc.	THE MOTIONSTORE	4,577,559	07/29/14
The Center for Orthopedic and Research Excellence, Inc.	CORE INK	4,275,619	01/15/13
The Center for Orthopedic and Research Excellence, Inc.	THE CORE INSTITUTE CENTER FOR ORTHOPEDICRESEARCH AND EDUCATION	4,164,738	06/26/12
The Center for Orthopedic and Research Excellence, Inc.	KEEP LIFE IN MOTION	3,327,351	10/30/07
The Center for Orthopedic and Research Excellence, Inc.	THE CORE INSTITUTE	3,090,825	05/09/06
The Center for Orthopedic and Research Excellence, Inc.	CORE-THE CENTER FOR ORTHOPEDIC RESEARCH AND EDUCATION	3,133,583	08/22/06