

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382494

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT		04/29/2016	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	AMENDIA, INC.
<b>Street Address:</b>	1755 West Oak Parkway
<b>City:</b>	Marietta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30062
<b>Entity Type:</b>	Corporation: GEORGIA
<b>Name:</b>	Omni Acquisition Inc.
<b>Street Address:</b>	1755 West Oak Parkway
<b>City:</b>	Marietta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30062
<b>Entity Type:</b>	Corporation: GEORGIA

## PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	77478619	OSTEOLINK
Serial Number:	77478621	OSTEOTAC
Serial Number:	77478624	OSTEOGRO
Serial Number:	77672441	V
Serial Number:	77954589	VC
Serial Number:	85123147	VENUS
Serial Number:	85135485	AMENDIA
Serial Number:	85173161	A
Serial Number:	85173165	THE ELEMENTS OF HEALING
Serial Number:	85339636	GRIP QUICK
Serial Number:	85513084	SAVANNAH
Serial Number:	85513118	SPARTAN
Serial Number:	85535592	DIAMOND

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85535612	PHENIX
Serial Number:	85537827	ZEUS
Serial Number:	85551780	CAVIMEND
Serial Number:	85699327	OSTEOMEND
Serial Number:	85830148	VERTEMEND
Serial Number:	86134577	ISOTOPE
Serial Number:	86325755	PIEDMONT
Serial Number:	86343269	DUALFIX
Serial Number:	86379861	LLIF
Serial Number:	85827889	RENEW
Serial Number:	85933087	HYPERLORDOTIC LLIF 28
Serial Number:	85739020	S.A.F.E.
Serial Number:	85739038	S.A.F.E
Serial Number:	85141538	SPINE 360
Serial Number:	85197792	SPINE 360
Serial Number:	85374298	TALON SYSTEM
Serial Number:	85374324	SERPENT TALON LONG CANNULATED SYSTEM
Serial Number:	85374344	BARRACUDA ANTERIOR CERVICAL PLATE SYSTEM

#### CORRESPONDENCE DATA

Fax Number: 6172359493

*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: 212-596-9761

Email: trademarks@ropesgray.com

Correspondent Name: Daniel H. Lee, Ropes & Gray LLP

Address Line 1: 1211 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	KOLC-111-003
NAME OF SUBMITTER:	Daniel Lee
SIGNATURE:	/daniel lee/
DATE SIGNED:	04/29/2016

#### Total Attachments: 5

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source=Termination and Release of Security Interest in Trademarks Amendia and Omni#page5.tif

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

April 29, 2016

WHEREAS, **AMENDIA, INC.**, a Georgia corporation (the “**Borrower**”), and **OMNI ACQUISITION INC.**, a Georgia corporation (together with the Borrower, each individually, a “**Grantor**”, and collectively, the “**Grantors**”), entered into that certain Trademark Security Agreement dated as of September 5, 2014 (the “**Trademark Security Agreement**”), among the Grantors and **SILICON VALLEY BANK**, in its capacity as Administrative Agent (in such capacity, the “**Assignee**”), pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of September 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Guarantee and Collateral Agreement**”), among the Assignee, the Grantors and certain of the Borrower’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of September 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”), by and among the Borrower, the Assignee and certain lenders party thereto, a true and correct copy of said Trademark Security Agreement having been recorded with the United States Patent and Trademark Office on September 9, 2014, at Reel 5358, Frame 0990; and

WHEREAS, the Grantors have requested that the Assignee release, discharge fully, and reassign to the applicable Grantors the Assignee’s security interests in and liens on all right, title and interest of the Grantors in, to and under all of the Grantors’ respective Trademarks, including, but not limited to, those Trademarks identified on Exhibit A hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

1. terminates the Trademark Security Agreement and releases, discharges fully and reassigns to each Grantor, as applicable, any and all liens and security interests of the Assignee in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, including, but not limited to, the Trademarks identified on Exhibit A hereto;
2. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given; and
3. agrees that it shall, and at any Grantor’s, or its respective successor’s or assign’s, reasonable request, execute, acknowledge and deliver to such Grantor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Assignee has caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered as of the date first above written

**ASSIGNEE:**

**SILICON VALLEY BANK,**  
as Administrative Agent

By: [Signature]  
Name: Scott McCloud  
Title: Director

EXHIBIT A

(See attached)

## Trademarks

### Registered Trademarks and Pending Trademark Applications of Amendia, Inc.

Word Mark	Application Number	Registration Number
OSTEOLINK	77478619	
OSTEOTAC	77478621	
OSTEOGRO	77478624	
V	77672441	3804210
VC	77954589	3860647
VENUS	85123147	4305630
AMENDIA	85135485	4277932
A	85173161	4040877
THE ELEMENTS OF HEALING	85173165	4073005
GRIP QUICK	85339636	4305880
SAVANNAH	85513084	4197853
SPARTAN	85513118	4252898
DIAMOND	85535592	4307723
PHENIX	85535612	
ZEUS	85537827	4244851
CAVIMEND	85551780	4219589
OSTEOMEND	85699327	
VERTEMEND	85830148	
ISOTOPE	86134577	
PIEDMONT	86325755	
DUALFIX	86343269	
ΩLLIF (omegaLLIF)	86379861	
RENEW	85827889	
Hyperlordotic LLIF 28	85933087	
S.A.F.E.	85739020	4355570
S.A.F.E.	85739038	4355571

### Registered Trademarks of Omni Acquisition Inc.

Word Mark	Application Number	Registration Number
SPINE 360	85141538	3988848
SPINE 360	85197792	3990133
TALON SYSTEM	85374298	4118098
SERPENT TALON LONG CANNULATED SYSTEM	85374324	4118099
BARRACUDA ANTERIOR CERVICAL PLATE SYSTEM	85374344	4118101

### Registered Trademarks and Pending Trademark Applications Licensed to Amendia, Inc.

None.