

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMENDIA, INC.		04/29/2016	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	4819350	DUALFIX	
Registration Number:	4716922	VERTEMEND	
Registration Number:	4355570	S.A.F.E.	
Registration Number:	4355571	S.A.F.E	
Registration Number:	4285902	IO-FLEXIBILITY	
Registration Number:	4326980	IO-CONNECT	
Registration Number:	4219589	CAVIMEND	
Registration Number:	4244851	ZEUS	
Registration Number:	4307723	DIAMOND	
Registration Number:	4197853	SAVANNAH	
Registration Number:	4252898	SPARTAN	
Registration Number:	4305880	GRIP QUICK	
Registration Number:	4040877	A	
Registration Number:	4073005	THE ELEMENTS OF HEALING	
Registration Number:	4277932	AMENDIA	
Registration Number:	4305630	VENUS	
Registration Number:	4415146	IO-TOME	
Registration Number:	3860647	VC	
Registration Number:	3869543	TURBO MIS	

CH \$1865.00 4819350

Property Type	Number	Word Mark
Registration Number:	3958689	NEURO CHECK
Registration Number:	4074547	NEURO CHECK
Registration Number:	3958690	PRECISION DECOMPRESSION FROM THE INSIDE
Registration Number:	3887570	PRECISION DECOMPRESSION FROM THE INSIDE
Registration Number:	3958691	DISCOVER THE UPSIDE OF THE INSIDE OUT
Registration Number:	3887571	DISCOVER THE UPSIDE OF THE INSIDE OUT
Registration Number:	3958692	SURGERY FROM THE INSIDE OUT
Registration Number:	3894967	SURGERY FROM THE INSIDE OUT
Registration Number:	3958693	INSIDE OUT. THE INTUITIVE DIRECTION
Registration Number:	3887572	INSIDE OUT. THE INTUITIVE DIRECTION
Registration Number:	3894968	IOFLEX
Registration Number:	3887573	IOFLEX
Registration Number:	3894969	IO-FLEX
Registration Number:	3887574	IO-FLEX
Registration Number:	3894970	IO · FLEX
Registration Number:	3894971	IO · FLEX
Registration Number:	3926514	MICROBLADE SHAVER
Registration Number:	3921286	MICROBLADE SHAVER
Registration Number:	3804210	V
Registration Number:	3767995	TURBO PRIME
Registration Number:	3755192	MARQUISE
Registration Number:	3772125	SPINESELECT
Serial Number:	86894253	OSELA
Serial Number:	86894330	MENDA
Serial Number:	86894068	NEVOS
Serial Number:	86894053	ORIOS
Serial Number:	86894140	PROVENDA
Serial Number:	86894170	ALLOS
Serial Number:	86880886	OSSVIVA
Serial Number:	86881031	OSSIFUSE
Serial Number:	86881084	NEOS
Serial Number:	86874337	SINU-LOK
Serial Number:	86824692	OMNI SPINE
Serial Number:	86824789	OMNI SPINE AN AMENDIA LINE
Serial Number:	86784593	OVERWATCH
Serial Number:	86739270	VERTEBREX
Serial Number:	86723738	I/OP
Serial Number:	86713787	INCORPORATE

Property Type	Number	Word Mark
Serial Number:	86708377	RECOVER MSC
Serial Number:	86686775	JEWELL
Serial Number:	86686782	EMERALD
Serial Number:	86682340	CERES
Serial Number:	86675995	TKOLIF TRANS KAMBIAN OBLIQUE LUMBAR INTE
Serial Number:	86676021	TKLIF TRANS KAMBIAN LUMBAR INTERBODY FUS
Serial Number:	86645919	CREATING BALANCED SOLUTIONS
Serial Number:	86645930	CREATING BALANCED SOLUTIONS AT ALL LEVEL
Serial Number:	86613679	ONE DIRECT
Serial Number:	86554368	LIF
Serial Number:	86503391	KAMBIN'S TRIANGLE LUMBAR INTERBODY FUSIO
Serial Number:	86503373	KAMBIN LUMBAR INTERBODY FUSION KLIF
Serial Number:	86503219	KLIF
Serial Number:	86503364	KTLIF
Serial Number:	86379861	LLIF
Serial Number:	86134577	ISOTOPE
Serial Number:	85699327	OSTEOMEND

CORRESPONDENCE DATA

Fax Number:

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: 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-00195
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	04/29/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2016, is made by Amendia, Inc., a Georgia Corporation (“Grantor”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 29, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (“Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of April 29, 2016 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any “intent to use” Trademark applications for which a “statement of use” or “amendment to allege use” has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMENDIA, INC., a Georgia Corporation, as
Grantor

By: 

Name: Ted Jeon

Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: Jeff Bottcher

Name: Jeff Bottcher

Title: Duly Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT



U.S. FEDERAL TRADEMARKS

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS OF MARK	OWNER/ASSIGNEE
OSELA	86894253	2/2/2016	N/A	N/A	Pending- intent to use	Amendia, Inc.
MENDA	86894330	2/2/2016	N/A	N/A	Pending- intent to use	Amendia, Inc.
NEVOS	86894068	2/2/2016	N/A	N/A	Pending- intent to use	Amendia, Inc.
ORIOS	86894053	2/2/2016	N/A	N/A	Pending- intent to use	Amendia, Inc.
PROVENDA	86894140	2/2/2016	N/A	N/A	Pending- intent to use	Amendia, Inc.
ALLOS	86894170	2/2/2016	N/A	N/A	Pending- intent to use	Amendia, Inc.
OSSVIVA	86880886	1/20/2016	N/A	N/A	Pending- intent to use	Amendia, Inc.
OSSIFUSE	86881031	1/20/2016	N/A	N/A	Pending- intent to use	Amendia, Inc.
NEOS	86881084	1/20/2016	N/A	N/A	Pending- intent to use	Amendia, Inc.
SINU-LOK	86874337	1/13/2016	N/A	N/A	Pending- intent to use	Amendia, Inc.
OMNI SPINE	86824692	11/18/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
OMNI SPINE AN AMENDIA LINE	86824789	11/18/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
OVERWATCH	86784593	10/12/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
VERTEBREX	86739270	8/27/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
I/OP	86723738	8/13/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
INCORPORATE	86713787	8/4/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.


SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS OF MARK	OWNER/ASSIGNEE
RECOVER MSC	86708377	7/29/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
JEWELL	86686775	7/8/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
EMERALD	86686782	7/8/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
CERES	86682340	7/2/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
TKOLIF TRANS KAMBIAN OBLIQUE LUMBAR INTERBODY FUSION	86675995	6/26/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
TKLIF TRANS KAMBIAN LUMBAR INTERBODY FUSION	86676021	6/26/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
CREATING BALANCED SOLUTIONS	86645919	5/29/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
CREATING BALANCED SOLUTIONS AT ALL LEVELS	86645930	5/29/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
ONE DIRECT	86613679	4/29/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
BLIF	86554368	3/5/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
KAMBIN'S TRIANGLE LUMBAR INTERBODY FUSION KTLIF	86503391	1/14/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
KAMBIN LUMBAR INTERBODY FUSION KLIF	86503373	1/14/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
KLIF	86503219	1/14/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
KTLIF	86503364	1/14/2015	N/A	N/A	Pending- intent to use	Amendia, Inc.
OLLIF	86379861	8/28/2014	N/A	N/A	Pending- intent to use	Amendia, Inc.
DUALFIX	86343269	7/21/2014	4819350	9/22/2015	Registered	Amendia, Inc.
ISOTOPE	86134577	12/4/2013	N/A	N/A	Pending- intent to use	Amendia, Inc.

SCHEDULE 1
TO
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MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS OF MARK	OWNER/ASSIGNEE
VERITEMEND	85830148	1/23/2013	4716922	4/7/2015	Registered	Amendia, Inc.
S.A.F.E.	85739020	9/26/2012	4355570	6/18/2013	Registered	Amendia, Inc.
S.A.F.E.	85739038	9/26/2012	4355571	6/18/2015	Registered	Amendia, Inc.
OSTEOMEND	85699327	8/9/2012	N/A	N/A	Pending- intent to use	Amendia, Inc.
IO-FLEXIBILITY	85654590	6/18/2012	4285902	2/5/2013	Registered	Amendia, Inc.
IO-CONNECT	85571995	3/16/2012	4326980	4/30/2013	Registered	Amendia, Inc.
CAVIMEND	85551780	2/24/2012	4219589	10/2/2012	Registered	Amendia, Inc.
ZEUS	85537827	2/9/2012	4244851	11/20/2012	Registered	Amendia, Inc.
DIAMOND	85535592	2/7/2012	4307723	3/26/2013	Registered	Amendia, Inc.
SAVANNAH	85513084	1/10/2012	4197853	8/28/2012	Registered	Amendia, Inc.
SPARTAN	85513118	1/10/2012	4252898	12/4/2012	Registered	Amendia, Inc.
GRIP QUICK	85339636	6/7/2011	4305880	3/19/2013	Registered	Amendia, Inc.
A						
	85173161	11/10/2010	4040877	10/18/2011	Registered	Amendia, Inc.
THE ELEMENTS OF HEALING	85173165	11/10/2010	4073005	12/20/2011	Registered	Amendia, Inc.
AMENDIA	85135485	9/22/2010	4277932	1/22/2013	Registered	Amendia, Inc.
VENUS	85123147	9/3/2010	4305630	3/19/2013	Registered	Amendia, Inc.
IO-TOME	85082846	7/12/2010	4415146	10/8/2013	Registered	Amendia, Inc.
VC						
	77954589	3/9/2010	3860647	10/12/2010	Registered	Amendia, Inc.
TURBO MIS	77926462	2/2/2010	3869543	1/22/2010	Registered	Amendia, Inc.
NEURO CHECK	77817683	9/1/2009	3958689	5/10/2011	Registered	Amendia, Inc.
NEURO CHECK	77817687	9/1/2009	4074547	12/20/2011	Registered	Amendia, Inc.
PRECISION DECOMPRESSION FROM THE INSIDE OUT	77817702	9/1/2009	3958690	5/10/2011	Registered	Amendia, Inc.
PRECISION DECOMPRESSION FROM THE INSIDE OUT	77817707	9/1/2009	3887570	12/7/2010	Registered	Amendia, Inc.
DISCOVER THE UPSIDE OF THE INSIDE OUT	77817715	9/1/2009	3958691	5/10/2011	Registered	Amendia, Inc.

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS OF MARK	OWNER/ASSIGNEE
DISCOVER THE UPSIDE OF THE INSIDE OUT	77817720	9/1/2009	3887571	12/7/2010	Registered	Amendia, Inc.
SURGERY FROM THE INSIDE OUT	77817727	9/1/2009	3958692	5/10/2011	Registered	Amendia, Inc.
SURGERY FROM THE INSIDE OUT	77817733	9/1/2009	3894967	12/21/2010	Registered	Amendia, Inc.
INSIDE OUT: THE INTUITIVE DIRECTION	77817742	9/1/2009	3958693	5/10/2011	Registered	Amendia, Inc.
INSIDE OUT: THE INTUITIVE DIRECTION	77817743	9/1/2009	3887572	12/7/2010	Registered	Amendia, Inc.
IOFLEX	77817765	9/1/2009	3894968	12/21/2010	Registered	Amendia, Inc.
IOFLEX	77817782	9/1/2009	3887573	12/7/2010	Registered	Amendia, Inc.
IO-FLEX	77817791	9/1/2009	3894969	12/21/2010	Registered	Amendia, Inc.
IO-FLEX	77817794	9/1/2009	3887574	12/7/2010	Registered	Amendia, Inc.
IO . FLEX	77817829	9/1/2009	3894970	12/21/2010	Registered	Amendia, Inc.
IO . FLEX	77817833	9/1/2009	3894971	12/21/2010	Registered	Amendia, Inc.
MICROBLADE SHAVER	77817698	9/1/2009	3926514	3/1/2011	Registered	Amendia, Inc.
MICROBLADE SHAVER	77817695	9/1/2009	3921286	2/15/2011	Registered	Amendia, Inc.
V 	77672441	2/17/2009	3804210	6/15/2010	Registered	Amendia, Inc.
TURBO PRIME	77301328	10/11/2007	3767995	3/30/2010	Registered	Amendia, Inc.
MARQUISE	77301352	10/11/2007	3755192	3/2/2010	Registered	Amendia, Inc.
SPINE SELECT	77300300	4/6/2010	3772125	4/6/2010	Registered	Amendia, Inc.

NON-U.S. TRADEMARKS

None.