

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383138

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Custom Spine Acquisition, Inc.		04/29/2016	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC, as Agent		
<b>Street Address:</b>	225 West Washington Street		
<b>Internal Address:</b>	21st Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85884037	OPTIMUS	
<b>Serial Number:</b>	85497036	REGENT ACP ANTERIOR CERVICAL PLATE	
<b>Serial Number:</b>	85442042	SECURIS	
<b>Serial Number:</b>	85430753	KOMPRESA	
<b>Serial Number:</b>	85128987	PATHWAY AVID ARTICULATING VERTEBRAL INTE	
<b>Serial Number:</b>	77825175	AVID	
<b>Serial Number:</b>	77485094	PATHWAY GO WHERE YOU WANT TO GO	
<b>Serial Number:</b>	78444600	CUSTOM SPINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	rfloren@schiffhardin.com		
<b>Correspondent Name:</b>	Rebecca Floren		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 6600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	41925-0009		

OP \$215.00 85884037

<b>NAME OF SUBMITTER:</b>	Rebecca Floren
<b>SIGNATURE:</b>	/s/ Rebecca Floren
<b>DATE SIGNED:</b>	05/04/2016
<b>Total Attachments: 6</b> source=Trademark Security Agreement (Custom Spine)#page1.tif source=Trademark Security Agreement (Custom Spine)#page2.tif source=Trademark Security Agreement (Custom Spine)#page3.tif source=Trademark Security Agreement (Custom Spine)#page4.tif source=Trademark Security Agreement (Custom Spine)#page5.tif source=Trademark Security Agreement (Custom Spine)#page6.tif	

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2016, is made by Custom Spine Acquisition, Inc., a Georgia corporation (the “Grantor”), in favor of Cortland Capital Market Services LLC (“Cortland”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Note Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Note Purchase Agreement, dated as of April 29, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (the “Note Agreement”), by and among the Initial Issuer, the Issuer, Holdings, the other Credit Parties, the Purchasers from time to time party thereto and Cortland, as Agent for the Purchasers, the Purchasers have severally agreed to purchase the Notes issued by the Issuer upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien 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 Note Agreement) of the Issuer; 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 Purchasers and Agent to enter into the Note Agreement and to induce the Purchasers to purchase the Notes of the Issuer 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 Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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 Note 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, 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,

CUSTOM SPINE ACQUISITION, INC.,  
as Grantor

By:   
Name: Andrew Bronstein  
Title: Treasurer


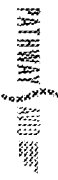


ACCEPTED AND AGREED  
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC  
as Agent

By:   
Name: **Polina Arsenyeva**  
Title: **Associate Counsel**

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

**U.S. FEDERAL TRADEMARKS**

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS OF MARK	OWNER/ASSIGNEE
OPTIMUS	85884037	3/22/2013	4476230	1/28/2014	Registered	Custom Spine Acquisition, Inc.
REGENT ACP ANTERIOR CERVICAL PLATE 	85497036	12/16/2011	4216821	10/2/2012	Registered	Custom Spine Acquisition, Inc.
SECURIS	85442042	12/7/2011	4195954	10/7/2011	Registered	Custom Spine Acquisition, Inc.
KOMPRESA	85430753	9/23/2011	4495205	3/11/2014	Registered	Custom Spine Acquisition, Inc.
PATHWAY AVID ARTICULATING VERTEBRAL INTERBODY DEVICE 	85128987	9/14/2010	3992600	7/12/2011	Registered	Custom Spine Acquisition, Inc.
AVID	77825175	9/11/2009	4381506	8/13/2013	Registered	Custom Spine Acquisition, Inc.
PATHWAY GO WHERE YOU WANT TO GO 	77485094	5/28/2008	3690245	9/29/2009	Registered	Custom Spine Acquisition, Inc.
CUSTOM SPINE 	78444600	7/1/2004	3137893	9/5/2006	Registered	Custom Spine Acquisition, Inc.

None.

NON-U.S. TRADEMARKS