

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392403

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SEASPINE HOLDINGS CORPORATION		12/24/2015	Corporation: DELAWARE
SEASPINE ORTHOPEDICS CORPORATION		12/24/2015	Corporation: DELAWARE
SEASPINE, INC.		12/24/2015	Corporation: DELAWARE
ISOTIS, INC.		12/24/2015	Corporation: DELAWARE
SEASPINE SALES LLC		12/24/2015	Limited Liability Company: DELAWARE
ISOTIS ORTHOBIOLOGICS, INC.		12/24/2015	Corporation: WASHINGTON
THEKEN SPINE, LLC		12/24/2015	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86459554	SEASPINE
Serial Number:	86655624	SEASPINE

CORRESPONDENCE DATA

Fax Number: 3124996701

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.

Email: ahesla@duanemorris.com

Correspondent Name: N. Paul Coyle

Address Line 1: 190 S. LaSalle Street, Suite 3700

Address Line 2: Duane Morris LLP

CH \$65.00 86459554

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	G3361-00005
NAME OF SUBMITTER:	N. Paul Coyle
SIGNATURE:	/s/ N. Paul Coyle
DATE SIGNED:	07/22/2016
Total Attachments: 8 source=Trademark Security Agreement (updated 07.21.16)#page1.tif source=Trademark Security Agreement (updated 07.21.16)#page2.tif source=Trademark Security Agreement (updated 07.21.16)#page3.tif source=Trademark Security Agreement (updated 07.21.16)#page4.tif source=Trademark Security Agreement (updated 07.21.16)#page5.tif source=Trademark Security Agreement (updated 07.21.16)#page6.tif source=Trademark Security Agreement (updated 07.21.16)#page7.tif source=Trademark Security Agreement (updated 07.21.16)#page8.tif	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 24th day of December, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 24, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **SEASPINE HOLDINGS CORPORATION**, a Delaware corporation ("Parent"), **SEASPINE ORTHOPEDICS CORPORATION**, a Delaware corporation ("SeaSpine Orthopedics"), **SEASPINE, INC.**, a Delaware corporation ("SeaSpine Inc."), **ISOTIS, INC.**, a Delaware corporation ("IsoTis Inc."), **SEASPINE SALES LLC**, a Delaware limited liability company ("SeaSpine Sales"), **ISOTIS ORTHOBIOLOGICS, INC.**, a Washington corporation ("IsoTis OrthoBiologics"), **THEKEN SPINE, LLC**, an Ohio limited liability company ("Theken"; together with SeaSpine Orthopedics, SeaSpine Inc., IsoTis Inc., SeaSpine Sales, and IsoTis OrthoBiologics are referred to hereinafter each individually as a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 24, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not

defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party and which are required to be assigned pursuant to the Credit Agreement including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks required to be assigned pursuant to the Credit Agreement, the provisions of

this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor required to be assigned pursuant to the Credit Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SEASPINE HOLDINGS CORPORATION, a Delaware corporation

By: 

John Bostjancic
Chief Financial Officer

SEASPINE ORTHOPEDICS CORPORATION, a Delaware corporation

By: 

John Bostjancic
Chief Financial Officer

SEASPINE, INC., a Delaware corporation

By: 

John Bostjancic
Chief Financial Officer

ISOTIS, INC., a Delaware corporation

By: 

John Bostjancic
Chief Financial Officer

SEASPINE SALES LLC, a Delaware limited liability company

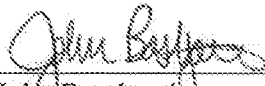
By: SeaSpine, Inc., its sole member

By: 

John Bostjancic
Chief Financial Officer

(Signature Page to Trademark Security Agreement)

ISOTIS ORTHOBIOLOGICS, INC., a
Washington corporation

By: 

John Bostjancic
Chief Financial Officer

THEKEN SPINE, LLC, an Ohio limited liability
company

By: SeaSpine Orthopedics Corporation, its sole
member

By: 

John Bostjancic
Chief Financial Officer

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 005839 FRAME: 0316

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: Lloyd Van Dyke
Name: Lloyd Van Dyke
Title: Vice President
Duly Authorized Signatory

(Signature Page to Trademark Security Agreement)

**TRADEMARK
REEL: 005839 FRAME: 0317**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark/Name	Filed	App #	Reg Dt	Reg#
IsoTis OrthoBiologics, Inc.	US	ACCELL	7/24/2001	76/291,981	10/29/2002	2,644,386
IsoTis OrthoBiologics, Inc.	US	ACCELL (Stylized)	7/5/2002	76/427,653	3/18/2003	2,697,795
IsoTis OrthoBiologics, Inc.	US	ACCELL CONNEXUS	5/1/2003	78/244,692	7/26/2005	2,978,768
IsoTis OrthoBiologics, Inc.	US	ACCELL EVO3	3/31/2008	77/436,215	7/14/2009	3,655,557
IsoTis OrthoBiologics, Inc.	US	ACCELL TBM	11/1/2006	77/034,234	3/25/2008	3,402,474
IsoTis OrthoBiologics, Inc.	US	ACCELL TOTAL BONE MATRIX	3/2/2004	78/377,061	6/20/2006	3,107,688
THEKEN SPINE, LLC	US	CORAL	3/4/2011	85/257,743	10/4/2011	4,035,029
SeaSpine, Inc.	US	DAYTONA	2/24/2012	85/552,141	6/18/2013	4,352,482
IsoTis OrthoBiologics, Inc.	US	DYNA BLAST & Design	1/31/2007	77/095,935	11/9/2010	3,873,698
IsoTis OrthoBiologics, Inc.	US	DYNAGRAFT	5/4/2005	78/623,267	11/21/2006	3,173,317
IsoTis OrthoBiologics, Inc.	US	DYNAGRAFT (Stylized)	5/4/2005	78/623,292	11/28/2006	3,176,224
IsoTis OrthoBiologics, Inc.	US	DYNAGRAFT-D & Design	1/31/2007	77/095,811	11/9/2010	3,873,697
IsoTis OrthoBiologics, Inc.	US	EVO3	10/12/2012	85/753,346	12/24/2013	4,453,419
IsoTis OrthoBiologics, Inc.	US	ISOTIS	10/6/1997	75/368,805	1/21/2003	2,678,384
SeaSpine Orthopedics Corporation	US	MISCELLANEOUS DESIGN [running man logo]	2/26/2008	77/406,688	5/18/2010	3,790,689
SeaSpine, Inc.	US	NANOMETALEN E	5/28/2013	85/943,357	7/1/2014	4,561,313
IsoTis OrthoBiologics, Inc.	US	ORTHOBLAST	8/11/1999	75/772,808	7/10/2001	2,468,386
IsoTis OrthoBiologics, Inc.	US	OSSATURA	12/10/2001	76/347,122	3/4/2003	2,692,554
IsoTis OrthoBiologics, Inc.	US	OSSATURA TCP	3/23/2004	78/389,398	11/28/2006	3,177,789
IsoTis OrthoBiologics, Inc.	US	OSTEOSPARX	9/30/2009	77/837,883	1/25/2011	3,912,019

SCHEDULE UPDATED AS OF 7/21/2016

Grantor	Country	Mark/Name	Filed	App #	Reg Dt	Reg#
SeaSpine Orthopedics Corporation	US	OSTEOSTRUX	9/30/2009	77/837,871	11/23/2010	3,881,271
IsoTis OrthoBiologics, Inc.	US	OSTEOSURGE	9/30/2009	77/837,886	1/25/2011	3,912,020
SeaSpine, Inc.	US	SEASPINE	6/10/2002	76/418,251	2/18/2003	2,688,666
SeaSpine, Inc.	US	SEASPINE	11/20/2014	86459554	03/15/2016	4,919,176
SeaSpine, Inc.	US	SEASPINE (Stylized)	6/8/2015	86655624	05/31/2016	4,970,455
IsoTis OrthoBiologics, Inc.	US	SYNPLUG	5/22/2001	76/261,221	4/22/2003	2,708,533
IsoTis OrthoBiologics, Inc.	AU	ACCELL TBM	12/20/2006	912201	12/20/2006	912201
IsoTis OrthoBiologics, Inc.	EU	ACCELL TBM	12/20/2006	912201	12/20/2006	912201
IsoTis OrthoBiologics, Inc.	KR	ACCELL TBM	12/20/2006	912201	12/20/2006	912201
IsoTis OrthoBiologics, Inc.	TR	ACCELL TBM	12/20/2006	912201	12/20/2006	912201
IsoTis OrthoBiologics, Inc.	GB	ACCELL TBM	12/20/2006	912201	12/20/2006	912201
IsoTis OrthoBiologics, Inc.	WO	ACCELL TBM	12/20/2006	912201	12/20/2006	912201
IsoTis OrthoBiologics, Inc.	Bene lux	ISOTIS	6/21/2001	992004	6/21/2001	687551
IsoTis OrthoBiologics, Inc.	EU	ISOTIS	9/18/1997	633164	11/9/1999	633164
IsoTis OrthoBiologics, Inc.	Bene lux	ISOTIS ORTHOBIOLOGICS	8/1/2003	1037505	8/1/2003	743468
IsoTis OrthoBiologics, Inc.	CN	ISOTIS ORTHOBIOLOGICS	8/12/2003	1,187,349	2/23/2005	TMA633564
IsoTis OrthoBiologics, Inc.	EU	ISOTIS ORTHOBIOLOGICS	8/1/2003	3294361	3/23/2006	3294361
IsoTis OrthoBiologics, Inc.	CH	ISOTIS ORTHOBIOLOGICS	1/21/2004	824203	1/21/2004	824203
IsoTis OrthoBiologics, Inc.	WO	ISOTIS ORTHOBIOLOGICS	1/21/2004	824203	1/21/2004	824203
SeaSpine, Inc.	EU	NANOMETALENE	8/8/2014	13157532	12/30/2014	13157532
IsoTis OrthoBiologics, Inc.	EU	OSSATURA	11/27/2001	2479368	2/18/2003	2479368
SeaSpine Orthopedics Corporation	EU	SYNFLOW	8/7/2009	8479115	2/1/2010	8479115
SeaSpine Orthopedics Corporation	EU	SYNLINX	8/7/2009	8479198	2/1/2010	8479198
IsoTis OrthoBiologics, Inc.	EU	SYNPLUG	5/1/2001	2199693	7/7/2003	2199693

TRADEMARK