

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394147

|                                                                                                                                                                                                 |                                                  |                       |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                                   |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | Second Amendment to Trademark Security Agreement |                       |                         |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                                  |                       |                         |
| <b>Name</b>                                                                                                                                                                                     | <b>Formerly</b>                                  | <b>Execution Date</b> | <b>Entity Type</b>      |
| K2M, INC.                                                                                                                                                                                       |                                                  | 08/08/2016            | Corporation: DELAWARE   |
| K2M HOLDINGS, INC.                                                                                                                                                                              |                                                  | 08/08/2016            | Corporation: DELAWARE   |
| K2M UK LIMITED                                                                                                                                                                                  |                                                  | 08/08/2016            | Company: UNITED KINGDOM |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                                  |                       |                         |
| <b>Name:</b>                                                                                                                                                                                    | SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT     |                       |                         |
| <b>Street Address:</b>                                                                                                                                                                          | 3003 TASMAN DRIVE                                |                       |                         |
| <b>City:</b>                                                                                                                                                                                    | SANTA CLARA                                      |                       |                         |
| <b>State/Country:</b>                                                                                                                                                                           | CALIFORNIA                                       |                       |                         |
| <b>Postal Code:</b>                                                                                                                                                                             | 95054                                            |                       |                         |
| <b>Entity Type:</b>                                                                                                                                                                             | Corporation: CALIFORNIA                          |                       |                         |
| <b>PROPERTY NUMBERS Total: 2</b>                                                                                                                                                                |                                                  |                       |                         |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                                    | <b>Word Mark</b>      |                         |
| <b>Serial Number:</b>                                                                                                                                                                           | 87046946                                         | MOJAVE                |                         |
| <b>Serial Number:</b>                                                                                                                                                                           | 87110274                                         | PANAREA               |                         |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                                  |                       |                         |
| <b>Fax Number:</b>                                                                                                                                                                              | 8004947512                                       |                       |                         |
| <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>Phone:</b>                                                                                                                                                                                   | 202-370-4750                                     |                       |                         |
| <b>Email:</b>                                                                                                                                                                                   | ipteam@nationalcorp.com                          |                       |                         |
| <b>Correspondent Name:</b>                                                                                                                                                                      | Darlena Bari Stark                               |                       |                         |
| <b>Address Line 1:</b>                                                                                                                                                                          | 1025 Vermont Ave NW, Suite 1130                  |                       |                         |
| <b>Address Line 2:</b>                                                                                                                                                                          | National Corporate Research, Ltd.                |                       |                         |
| <b>Address Line 4:</b>                                                                                                                                                                          | Washington, D.C. 20005                           |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | F164741                                          |                       |                         |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | Janet S. Wamsley                                 |                       |                         |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Janet S. Wamsley/                               |                       |                         |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 08/08/2016                                       |                       |                         |
| <b>Total Attachments: 5</b>                                                                                                                                                                     |                                                  |                       |                         |

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## SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "*Amendment*"), dated as of August 8, 2016, is entered into by and among K2M, INC., a Delaware corporation, K2M HOLDINGS, INC., a Delaware corporation, K2M UK LIMITED, a company organized under the laws of the United Kingdom (individually, a "*Grantor*", and collectively, the "*Grantors*") and SILICON VALLEY BANK, as Administrative Agent (in such capacity, the "*Assignee*") pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of October 29, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Domestic Guarantee and Collateral Agreement*"), among Assignee and the Grantors, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), among the Grantors, Assignee and the Lenders party thereto.

WHEREAS, reference is made to that certain Trademark Security Agreement dated as of October 29, 2012 (as amended (including pursuant to the First Trademark Amendment (as defined below)), amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Trademark Agreement*"), among Assignee and the Grantors, pursuant to which each Grantor granted to Assignee, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under certain Trademarks (as defined in the Trademark Agreement), including, without limitation, those described on Schedule A annexed thereto;

WHEREAS, reference is further made to that certain First Amendment to Trademark Security Agreement dated as of October 29, 2015 (the "*First Trademark Amendment*"), among Assignee and the Grantors, pursuant to which the parties thereto agreed to supplement Schedule A to the Trademark Agreement by adding certain new Trademarks thereto;

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office on October 30, 2012 at Reel 4890, Frame 0927, and the First Trademark Amendment was recorded with the United States Patent and Trademark Office on November 11, 2015 at Reel 5666, Frame 0488; and

WHEREAS, the Grantors and Assignee wish to amend the Trademark Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and Assignee hereby agree as follows:

1. Schedule A to the Trademark Agreement is hereby supplemented (but not amended and restated) by adding the Trademarks (as defined in the Trademark Agreement) identified on Schedule A-2 attached hereto (the "New Trademarks"), which such New Trademarks, together with (i) all goodwill associated therewith, now existing or hereafter adopted or acquired, (ii) all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A-2, and (iii) the right to obtain all renewals thereof, shall be and become part of the "Trademarks" referred to in the Trademark Agreement and Schedule A attached thereto and shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Assignee in all of such Grantor's right, title, and interest in, to, and under the Trademarks identified on Schedule A to the Trademark Agreement prior to the effectiveness of this Amendment, and (b) represents and warrants that Schedule A to the Trademark Agreement, as supplemented by Schedule A-2 attached hereto, contains a true and accurate list of all of each Grantor's Trademarks existing as of the date hereof.

3. The Trademark Agreement, as amended hereby, is and shall remain in full force and effect. This Amendment shall constitute a Loan Document for all purposes. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement, the Credit Agreement or the Trademark Agreement, as applicable.

4. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

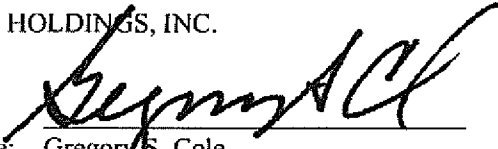
5. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow.]

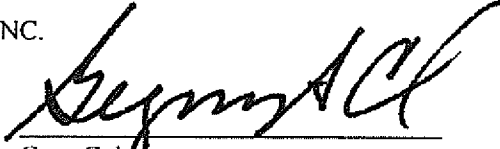
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

K2M HOLDINGS, INC.

By:   
Name: Gregory S. Cole  
Title: Treasurer and Chief Financial Officer

K2M, INC.

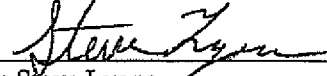
By:   
Name: Greg Cole  
Title: CFO and Treasurer

K2M UK LIMITED

By:   
Name: Gregory Cole  
Title: Director

ASSIGNEE:

SILICON VALLEY BANK

By:   
Name: Steve Lyons  
Title: Vice President

SCHEDULE A-2

Registered Trademarks

None.

Applications of Registration of Trademarks

| <u>Registrant</u> | <u>Trademark</u> | <u>Application No.</u> | <u>Application Date</u> |
|-------------------|------------------|------------------------|-------------------------|
| K2M, Inc.         | MOJAVE           | 87/046,946             | May 23, 2016            |
| K2M, Inc.         | PANAREA          | 87/110,274             | July 20, 2016           |

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