

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396525

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FOURTH DIMENSION SPINE, LLC		08/26/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HAYFIN SERVICES LLP		
<b>Street Address:</b>	ONE EAGLE PLACE		
<b>City:</b>	LONDON		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	SW1Y 6AF		
<b>Entity Type:</b>	Limited Partnership: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86659299	4 D S FOURTH DIMENSION SPINE	
<b>Serial Number:</b>	86659359	4TH DIMENSION SPINE	
<b>Serial Number:</b>	86659333	FOURTH DIMENSION SPINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7039974905		
<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>	7039170000		
<b>Email:</b>	swilliams@mh2law.com		
<b>Correspondent Name:</b>	MH2 TECHNOLOGY LAW GROUP, LLP		
<b>Address Line 1:</b>	1951 KIDWELL DRIVE		
<b>Address Line 2:</b>	SUITE 550		
<b>Address Line 4:</b>	TYSONS CORNER, VIRGINIA 22182		
<b>NAME OF SUBMITTER:</b>	Tram Anh Nguyen		
<b>SIGNATURE:</b>	/Tram Anh Nguyen/		
<b>DATE SIGNED:</b>	08/26/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2016 (this “*Trademark Security Agreement*”), is made by and between FOURTH DIMENSION SPINE, LLC, a Delaware limited liability company (the “*Grantor*”) and HAYFIN SERVICES LLP, as administrative agent (in such capacity, the “*Administrative Agent*”) for the Lenders.

### W I T N E S S E T H:

WHEREAS, the Grantor, having an address at 505 Park Avenue, 14th Floor, New York, NY 10022, USA, (1) has used and registered, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Sections 1(c) or 1(d) of the U.S. Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Sections 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed **Schedule 1-A**, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office and the trademark registries of other countries (the “*Trademarks*”); and

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of August 26, 2016 (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”, the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks, including, but not limited to, the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record:

Section 1. **Grant of Security Interest in Trademarks.** Each Grantor hereby grants to the Administrative Agent a security interest and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

(i) the Trademarks, and all registrations and applications therefor including, but not limited to, the registrations and applications referred to in **Schedule 1-A** hereto (as such schedule may be amended or supplemented from time to time,

- (ii) the goodwill of the business symbolized thereby,
  - (iii) all rights corresponding thereto throughout the world,
  - (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,
  - (v) all licenses, claims, damages, and proceeds of suit arising therefrom,
- and
- (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other Disposition (as such term is defined in the Security Agreement) thereof.

Section 2. **Security Agreement.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 3. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in such Grantor's reasonable business judgment in connection with their Trademarks subject to a security interest hereunder.

Section 4. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF EACH GRANTOR AND THE ADMINISTRATIVE AGENT HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION; PROVIDED THAT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY

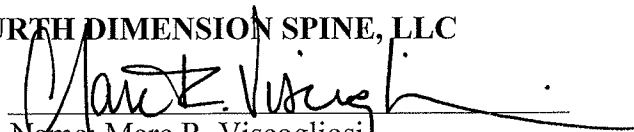
Section 5. **Signature.** Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**FOURTH DIMENSION SPINE, LLC**

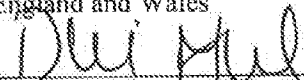
By:



Name: Marc R. Viscogliosi

Title: Chief Executive Officer

**HAYFIN SERVICES LLP,**  
a limited liability partnership formed under the  
laws of England and Wales

By:   
Name: DAVID C. JONES  
Title: AUTHORISED SIGNATORY

Address for Notices:  
Hayfin Services LLP  
One Eagle Place  
London, SW1Y 6AF  
United Kingdom

Attn: Legal Department  
Tel.: +44 207-074-2900  
Email: [Loanops@hayfin.com](mailto:Loanops@hayfin.com)  
[Legal@hayfin.com](mailto:Legal@hayfin.com)

[Signature Page to Trademark Security Agreement (Fourth Dimension)]

ny-1243507

**TRADEMARK**  
**REEL: 005864 FRAME: 0623**

**Schedule 1-A  
to Trademark Security Agreement**

<b>Trademark</b>	<b>Serial/Registration No.</b>	<b>Filing/Registration Date</b>
<b>4 D S FOURTH DIMENSION SPINE &amp; Design</b>	86/659,299	11-Jun-2015
<b>4TH DIMENSION SPINE</b>	86/659,359	11-Jun-2015
<b>FOURTH DIMENSION SPINE</b>	86/659,333	11-Jun-2015

ny-1243507

**RECORDED: 08/26/2016**

**TRADEMARK  
REEL: 005864 FRAME: 0624**