

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396522

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PARADIGM SPINE, LLC		08/26/2016	Corporation: DELAWARE Limited Liability Company

RECEIVING PARTY DATA

Name:	HAYFIN SERVICES LLP
Street Address:	ONE EAGLE PLACE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	SW1Y 6AF
Entity Type:	Limited Partnership: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3190053	COFLEX
Registration Number:	4489612	COFLEX CONCIERGE
Registration Number:	3955728	COFLEX-F
Serial Number:	86101572	DCI
Registration Number:	3505937	DSS
Registration Number:	4586176	INTERLAMINAR STABILIZATION
Registration Number:	3596580	PARADIGM SPINE
Registration Number:	3577909	PARADIGM SPINE
Registration Number:	3600439	THE MOVEMENT IN SPINE CARE

OP \$240.00 3190053

CORRESPONDENCE DATA

Fax Number: 7039974905
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: 7039170000
Email: swilliams@mh2law.com
Correspondent Name: MH2 TECHNOLOGY LAW GROUP, LLP
Address Line 1: 1951 KIDWELL DRIVE
Address Line 2: SUITE 550
Address Line 4: TYSONS CORNER, VIRGINIA 22182

NAME OF SUBMITTER:	Tram Anh Nguyen
SIGNATURE:	/Tram Anh Nguyen/
DATE SIGNED:	08/26/2016
Total Attachments: 5 source=010-Trademark_Security_Agreement-Paradigm_Spine#page1.tif source=010-Trademark_Security_Agreement-Paradigm_Spine#page2.tif source=010-Trademark_Security_Agreement-Paradigm_Spine#page3.tif source=010-Trademark_Security_Agreement-Paradigm_Spine#page4.tif source=010-Trademark_Security_Agreement-Paradigm_Spine#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2016 (this “*Trademark Security Agreement*”), is made by and between PARADIGM 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.

WITNESSETH:

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

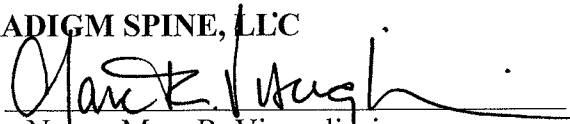
Section 5. **Signature.** Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

[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.

PARADIGM SPINE, LLC

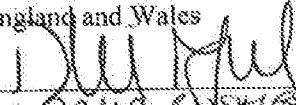
By:



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 ESHEL
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: Loansops@hayfin.com
Legal@hayfin.com

[Signature Page to Trademark Security Agreement (Paradigm Spine)]

ny-1243506

TRADEMARK
REEL: 005865 FRAME: 0115

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

Trademark	Serial/Registration No.	Filing/Registration Date
COFLEX	3190053	25-Mar-2005
COFLEX CONCIERGE	4489612	11-Apr-2013
COFLEX-F	3955728	23-Feb-2010
DCI	86/101,572	25-Oct-2013
DSS	3505937	7-Mar-2007
INTERLAMINAR STABILIZATION	4586176	21-Jun-2012
PARADIGM SPINE	3596580	16-Jun-2005
PARADIGM SPINE & Design	3577909	20-Jul-2005
THE MOVEMENT IN SPINE CARE	3600439	18-Apr-2005