

900376189 08/26/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PDL BIOPHARMA, INC.		08/26/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PARADIGM SPINE, LLC
Street Address:	505 PARK AVENUE
Internal Address:	14TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: DELAWARE Limited Liability Company
Name:	FOURTH DIMENSION SPINE, LLC
Street Address:	505 PARK AVENUE
Internal Address:	14TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: DELAWARE Limited Liability Company

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3190053	COFLEX
Registration Number:	3505937	DSS
Registration Number:	3577909	PARADIGM SPINE
Registration Number:	3596580	PARADIGM SPINE
Registration Number:	3600439	THE MOVEMENT IN SPINE CARE
Registration Number:	3955728	COFLEX-F
Serial Number:	85655594	MOTION PRESERVING INTERLAMINAR STABILIZA
Registration Number:	4586176	INTERLAMINAR STABILIZATION
Registration Number:	4489612	COFLEX CONCIERGE
Serial Number:	85657975	YOUR TIME

OP \$365.00 3190053

Property Type	Number	Word Mark
Serial Number:	86101572	DCI
Serial Number:	85489764	FOURTH DIMENSION SPINE
Serial Number:	85489771	4 D S FOURTH DIMENSION SPINE
Serial Number:	85489786	4TH DIMENSION SPINE

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
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TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this "Termination") is granted as of August 26, 2016 by **PDL BIOPHARMA, INC.**, a Delaware corporation, (the "Agent"), as agent for the lenders which are parties to the Credit Agreement, as hereinafter defined, (collectively, the "Lenders"), in favor of **PARADIGM SPINE, LLC**, a Delaware limited liability company ("Paradigm") and **FOURTH DIMENSION SPINE, LLC**, a Delaware limited liability company ("Fourth Dimension"), and together with Paradigm, each a "Company" and collectively, the "Companies").

RECITALS

WHEREAS, the Agent, the Lenders and Paradigm are parties to that certain Credit Agreement dated as of February 14, 2014 (as has been amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of February 14, 2014, the Companies executed and delivered a Trademark Security Agreement (the "Security Agreement"), dated as of February 14, 2014, granting the Agent a security interest in and lien on certain Collateral (as defined below);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("PTO") on February 14, 2014, at Reel 5217, Frame 0338, against certain trademarks identified on Schedule A hereto;

WHEREAS, the Companies have satisfied all of the obligations under the Credit Agreement, the Credit Agreement and the Security Agreement have been terminated and the Companies have requested that the Lenders terminate and release their security interests in and liens on the Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lenders hereby agree as follows:

(1) Definitions.

(a) All capitalized terms used herein shall have the meaning ascribed to them in the Credit Agreement, unless otherwise defined in this Termination.

(b) The term "Collateral", as used herein, shall mean, collectively, all of each Company's existing and future (i) Trademarks; (ii) Licenses; (iii) all of the goodwill of each Company's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (v) proceeds of any of the foregoing.

(c) "Licenses" shall mean any license agreement with any other party, whether any Company is a licensor or licensee under any such license agreement, if any, including, without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, and the right

to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by any Company and now or hereafter covered by such licenses.

(d) “Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) renewals thereof; (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world.

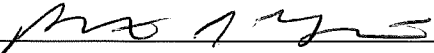
(2) Release of Security Interest in Collateral. The Lenders hereby terminate, release and discharge their security interest in the Collateral (including without limitation those Trademarks listed on Schedule A hereto).

(3) Reassignment. The Lenders hereby reassign, grant and convey to the Companies, without any representation, recourse or undertaking by the Lenders, all of the Lenders’ right, title and interest in and to the Collateral.

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IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

PDL BIOPHARMA, INC.
as Agent and as a Lender

By: 
Name: Peter S. Garcia
Title: VP + CFO

Address for Notices:
572 Setonwood Blvd
Incline Village NV 89417
Attn: Peter Garcia
Tel.: 775-732-8500
Email: Peter.Garcia@pdl.com

Address for Notices to Paradigm Spine, LLC and/or
Fourth Dimension Spine, LLC:
Paradigm Spine GmbH
505 Park Avenue, 14th Floor
New York, NY 10022
Attn: Marc R. Viscogliosi
Tel.: 212-367-7274 x2103
Fax: 212-826-9509
Email: marc.viscogliosi@paradigmspine.com

Schedule A

TRADEMARKS

**Paradigm Spine, LLC
Active U.S. Registered Trademarks and Trademark Applications**

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date
COFLEX	78/595,007	03-25-2005	3,190,053	12-26-2006
DSS	77/125,066	03-07-2007	3,505,937	09-23-2008
PARADIGM SPINE and Design	78/674,106	07-20-2005	3,577,909	02-17-2009
PARADIGM SPINE	78/651,771	06-16-2005	3,596,580	03-24-2009
THE MOVEMENT IN SPINE CARE	78/980,906	04-18-2005	3,600,439	03-31-2009
COFLEX-F	77/942,097	02-23-2010	3,955,728	05-03-2011
MOTION PRESERVING INTERLAMINAR STABILIZATION	85/655,594	06-19-2012	N.A.	N.A.
INTERLAMINAR STABILIZATION	85/658,023	06-21-2012	4,586,176	02-25-2014
COFLEX CONCIERGE	85/901,352	04-11-2013	4,489,612	02-25-2014
YOUR TIME	85/657,975	06-21-2012	N.A.	N.A.
DCI	86/101,572	10-25-2013	N.A.	N.A.

**Fourth Dimension Spine, LLC
Active U.S. Registered Trademarks and Trademark Applications**

None.

Inactive U.S. Registered Trademarks and Trademark Applications

Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date
FOURTH DIMENSION SPINE	85/489,764	12-07-2011	N.A.	N.A.
4 D S FOURTH DIMENSION SPINE and Design	85/489,771	12-07-2011	N.A.	N.A.
4TH DIMENSION SPINE	85/489,786	12-07-2011	N.A.	N.A.

Schedule B

LICENSES

None.