

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPINAL KINETICS, INC.		01/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86807747	SINTX	
Registration Number:	3131149	MOTION FOR LIFE	
Registration Number:	3764789	M6L	
Registration Number:	3643487	M6C	
Registration Number:	3547447	M6	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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>			
Phone:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001756		
NAME OF SUBMITTER:	Christopher Close		
SIGNATURE:	/Christopher Close/		
DATE SIGNED:	01/23/2017		

CH \$140.00 86807747

Total Attachments: 17

source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page1.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page2.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page3.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page4.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page5.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page6.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page7.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page8.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page9.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page10.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page11.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page12.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page13.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page14.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page15.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page16.tif
source=SVB_Spinal Kinetics (Executed IP Security Agreement - US Borrower 1_17)#page17.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of January 23, 2017 by and between SILICON VALLEY BANK, a California corporation (“**Bank**”), and SPINAL KINETICS, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the “**Loans**”) to Grantor, SPINAL KINETICS GMBH, a limited liability company organized under the laws of the Federal Republic of Germany, registered with the Commercial Register of the local court of Frankfurt am Main under registration number HRB 87264 (“**German Borrower**”), and SPINAL KINETICS CAYMAN ISLANDS, an exempted company incorporated under the laws of the Cayman Islands (“**Cayman Borrower**”); together with Grantor and German Borrower, individually and collectively, “**Borrower**”), in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank and Borrower dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or

inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

SPINAL KINETICS, INC.

By: Michael W. Gandy
Name: Michael W. Gandy
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

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

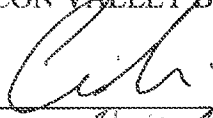
GRANTOR:

SPINAL KINETICS, INC.

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

By:  _____
Name: *Chris Moore*
Title: *Director*

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005972 FRAME: 0895

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

EXHIBIT B

Patents

Description	Application Number	Registration Number
Inter Spinous Process Spacer with Compressible Core Providing Dynamic Stabilization		9,044,278 (06/02/2015)
Spinal Stabilization System and Methods	11/234,481 (09/23/2005)	
Spinal Stabilization Device	11/540,044 (09/29/2006)	
Prosthetic Intervertebral Disc and Methods for Using the Same		7,153,325 (12/26/2006)
Prosthetic Intervertebral Discs		7,731,753 (06/08/2010)
Prosthetic Facet and Facet Joint Replacement Device		7,803,189 (09/28/2010)
Prosthetic Intervertebral Discs Assemblies Having Compressible Core Elements with Enhanced Torque Transmission		7,887,592 (02/15/2011)

Description	Application Number	Registration Number
Prosthetic Intervertebral Disc		7,905,921 (03/15/2011)
Method and a Kit for Inserting Prosthetic Intervertebral Discs into a Spine		8,038,715 (10/18/2011)
Prosthetic Intervertebral Discs Having Expandable Cores that are Implantable Using Minimally Invasive Surgical Techniques		8,100,978 (01/24/2012)
Temporarily Bound Prosthetic Intervertebral Discs Implantable by Minimally Invasive Surgical Techniques		8,361,154 (01/29/2013)
Prosthetic Intervertebral Discs		8,377,138 (02/19/2013)
Prosthetic Intervertebral Discs Having Compressible Core Elements Bounded by Fiber-Containing Membranes		8,403,987 (03/26/2013)
Prosthetic Intervertebral Discs that are Implantable Using Minimally Invasive Surgical Techniques and that have Cores that are Insertable In Situ Using End Plate Guideways		8,795,374 (08/05/2014)
Prosthetic Intervertebral Discs having Rigid End Plates with Depressions in their Inner Surfaces and Fibers Between those End Plates		8,808,381 (08/19/2014)

Description	Application Number	Registration Number
Prosthetic Intervertebral Discs having Cast End Plates and Methods for Making and Using Them		9,278,007 (03/08/2016)
Tool Systems for Implanting Prosthetic Intervertebral Discs		9,381,098 (07/05/2016)
Prosthetic Intervertebral Discs	11/218,707 (09/01/2005)	
Prosthetic Intervertebral Discs Implantable by Minimally Invasive Surgical Techniques	11/379,340 (04/19/2006)	
Prosthetic Intervertebral Discs Having Substantially Rigid End Plates and Fibers Between those End Plates	11/527,804 (09/26/2006)	
Prosthetic Disc Assembly Having Natural Biomechanical Movement	11/966,955 (12/28/2007)	
Prosthetic Intervertebral Discs Having Substantially Rigid End Plates and Fibers Between those End Plates	11/968,183 (01/01/2008)	
Prosthetic Intervertebral Discs	11/968,185 (01/01/2008)	

Description	Application Number	Registration Number
Method for Implanting Prosthetic Intervertebral Discs in a Spine	11/968,186 (01/01/2008)	
Apparatus for Implanting Prosthetic Intervertebral Discs in a Spine	11/968,189 (01/01/2008)	
Prosthetic Intervertebral Discs	11/970,156 (01/07/2008)	
Alignable Tools for Preparing an Intervertebral Site for Implanting a Prosthetic Intervertebral Disc and a Method for Using Those Tools	11/970,220 (01/07/2008)	
Spinal Stabilization Device	11/970,528 (01/08/2008)	
Prosthetic Intervertebral Discs with Slotted End Plates that are Implantable by Minimally Invasive, posterior Approach, Surgical Techniques	12/060,158 (03/31/2008)	
Prosthetic Intervertebral Discs having Balloon-Based Fillable Cores that are Implantable by Minimally Invasive Surgical Techniques	12/060,191 (03/31/2008)	
Prosthetic Intervertebral Discs having Foldable End Plates that are Implantable by Minimally Invasive Surgical Techniques	12/060,212 (03/31/2008)	

Description	Application Number	Registration Number
Prosthetic Intervertebral Discs with Particulate-Containing Cores that are Implantable by Minimally Invasive Surgical Techniques	12/060,223 (03/31/2008)	
Prosthetic Intervertebral Discs having Substantially Cylindrical Cores Insertable Along Their Axes, that are Suitable for Implantation by Minimally Invasive Surgical Techniques	12/060,841 (04/01/2008)	
Prosthetic Intervertebral Discs Implantable by Minimally Invasive, Posterior Approach, Surgical Techniques	12/060,843 (04/01/2008)	
Expandable Prosthetic Intervertebral Discs that are Implantable by Minimally Invasive Surgical Techniques	12/060,853 (04/01/2008)	
Prosthetic Intervertebral Discs having Rotatable, Expandable Cores that are Implantable by Minimally Invasive Surgical Techniques	12/060,856 (04/01/2008)	
Spinal Stabilization Devices, Systems, and Methods	12/434,515 (05/01/2009)	
Prosthetic Intervertebral Discs Implantable by Minimally Invasive Surgical Techniques	12/768,584 (04/27/2010)	
Prosthetic Facet and Facet Joint Replacement Device	12/789,033 (05/27/2010)	

Description	Application Number	Registration Number
Prosthetic Intervertebral Discs having End Plates and an Annular Capsule		9,364,337 (06/14/2016)
Prosthetic Intervertebral Discs		9,364,336 (06/14/2016)
Prosthetic Intervertebral Discs Implants		8,998,989 (04/07/2015)
	12/925,654 (10/26/2010)	
Prosthetic Intervertebral Discs having Substantially Rigid End Plates, and an Annular Capsule	12/925,174 (10/16/2010)	
Kit of Alignable Tools for Preparing an Intervertebral Site for Implanting a Prosthetic Intervertebral Disc	12/927,207 (11/08/2010)	
Prosthetic Lumbar Disc Assembly having Natural Biomechanical Movement	12/927,211 (11/08/2010)	
	12/928,961 (12/23/2010)	

Description	Application Number	Registration Number
	12/928,962 (12/23/2010)	
Prosthetic Lumbar Discs having Substantially Rigid End Plates and Fibers between those End Plates	12/928,972 (12/23/2010)	
Prosthetic Intervertebral Discs Assemblies having Compressible Core Elements with Enhanced Torque Transmission	12/930,699 (01/13/2011)	
	13/065,770 (03/28/2011)	
Prosthetic Intervertebral Discs	13/374,357 (12/22/2011)	
	13/374,367 (12/22/2011)	
	12/110,237 (04/25/2008)	
Prosthetic Facet and Facet Joint Replacement Device	12/927,208 (11/08/2010)	

Description	Application Number	Registration Number
Prosthetic Intervertebral Discs	13/999,777 (03/19/2014)	
Prosthetic Intervertebral Discs	14/999,357 (04/27/2016)	
Prosthetic Intervertebral Disc having an Inhomogenous Annular Sheath	PCT US2011001690 (09/30/2011)	
Spinal Stabilization Devices, Systems, and Methods	PCT US2010033311 (04/30/2010)	
Prosthetic Intervertebral Discs Implantable by Minimally Invasive Surgical Techniques	PCT US2010032633 (04/27/2010)	
Inter Spinous Process Spacer with Compressible Core Providing Dynamic Stabilization	PCT US2009062361 (10/28/2009)	
Prosthetic Intervertebral Discs Assemblies Having Compressible Core Elements with Enhanced Torque Transmission	PCT US2008001967 (02/14/2008)	
Tool Systems for Implanting Prosthetic Intervertebral Discs	PCT US2007022522 (10/23/2007)	

Description	Application Number	Registration Number
Prosthetic Intervertebral Discs Having Compressible Core Elements Bounded by Fiber-Containing Membranes	PCT US2007022521 (10/23/2007)	
Prosthetic Intervertebral Discs Implantable by Minimally Invasive Surgical Techniques	PCT US2007009694 (04/19/2007)	
Spinal Stabilization Systems and Methods	PCT US2006034360 (08/31/2006)	
Prosthetic Intervertebral Discs	PCT US2006034358 (08/31/2006)	
Prosthetic Intervertebral Discs	PCT US2006034367 (08/31/2006)	
Prosthetic Intervertebral Discs and Methods for Using Same	PCT US2004025056 (07/30/2004)	

EXHIBIT C

Trademarks

Description	Serial Number	Registration Number
SINTX	86/807,747 (11/03/2015)	
MOTION FOR LIFE		3,131,149 (08/15/2006)
M6L (& design)		3,764,789 (03/23/2010)
M6C (& design)		3,643,487 (06/23/2009)
M6		3,547,447 (12/16/2008)

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		