

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpineSmith Holdings, LLC		03/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BlueArc Mezzanine Partners I, L.P.		
Street Address:	One Buckheard Plaza, Suite 225		
Internal Address:	3060 Peachtree Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Partnership: GEORGIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4171994	CELLING	
Registration Number:	3871106	CELLING TECHNOLOGIES	
Registration Number:	4760458	CIMPLICITY	
Registration Number:	4368746	CIMPLICITY	
Registration Number:	4653453	SOLUM IV	
Registration Number:	5022797	DISCTORATION	
Registration Number:	4332016	SPINESMITH	
Registration Number:	3145259	SPINESMITH	
Registration Number:	3887762	VISUALIF	
Registration Number:	3737480	FUSIONARY	
Registration Number:	3941151	CIRCLE BIOLOGICS	
Registration Number:	3941152		
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
TRADEMARK			

CH \$315.00 4171994

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 03/22/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of March 15, 2017 is between BLUEARC MEZZANINE PARTNERS I, L.P. ("Agent") and SPINESMITH HOLDINGS, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Pursuant to that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Loan Agreement), between Grantor, the creditors which are now or which hereafter become a party thereto (collectively, "Lenders" and each a "Lender") and Agent, as agent for itself and Lenders, Lenders have made, or may from time to time hereafter make, loans and other financial accommodations available to Grantor.

B. Lenders' agreement to make such advances is subject to, among other things, Grantor's granting to Agent, for the benefit of Agent and Lenders, a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

C. Grantor has granted Agent, for the benefit of Agent and Lenders, a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants to Agent, for the benefit of Agent and Lenders, a security interest in all of its right, title and interest in the Intellectual Property Collateral set forth on Schedules A, B, C and D hereto, and all proceeds thereof (including without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringement rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Agent's rights and remedies in the security interest granted herein are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Agent's rights, powers and interests are cumulative with every right, power or remedy provided herein. Agent's exercise of its rights, powers or remedies pursuant to this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy provided herein or therein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the conflict of laws principles thereof, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of Delaware.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by electronic transmission shall be deemed an original signature hereto.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

AGENT:

GRANTOR:

BLUEARC MEZZANINE PARTNERS I, L.P.

SPINESMITH HOLDINGS, LLC

By: *Scott Barfield*
Name: Scott Barfield
Title: Managing Director

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

AGENT:

GRANTOR:

BLUEARC MEZZANINE PARTNERS I, L.P.

SPINESMITH HOLDINGS, LLC

By: _____
Name: _____
Title: _____

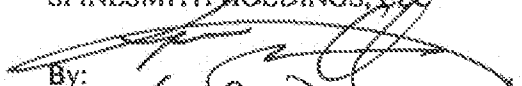
By: 
Name: Kevin Dussan
Title: CEO

EXHIBIT A

Copyrights

Description	Registration/Application Number	Registration/Application Date
	None	

EXHIBIT B

Patents

TITLE	APPLICATION NO.	FILED	STATUS
INTERBODY FUSION DEVICE, INTEGRAL RETENTION DEVICE, AND ASSOCIATED METHODS- VISUALIF	12/018,703	01/23/08	Patented U.S. Patent No. 8,795,373; 8/5/2014
ARTIFICIAL DISC WITH UNIQUE ARTICULATING GEOMETRY AND ASSOCIATED METHODS- CHAPUT ARTIFICIAL DISC	11/684,608	03/10/07	Patented U.S. Patent No. 9,358,121; 6/7/2016
ARTIFICIAL DISC WITH POST AND MODULAR COLLAR	11/684,610	03/10/07	Patented U.S. Patent No. 9,289,310; 3/22/2016
SURGICAL IMPLANT SECURED BY PEGS AND ASSOCIATED METHODS	11/684,611	03/10/07	Pending
INTERBODY FUSION DEVICE AND ASSOCIATED METHODS- PRE-VISUALIF	11/759,219	06/06/07	Patented U.S. Patent No. 8,273,127; 9/25/2012
LOCKING MECHANISMS AND ASSOCIATED METHODS- LOCKING MECHANISM	12/044,186	03/07/08	Patented U.S. Patent No. 8,882,813; 11/11/2014
FUSION METHODS USING AUTOLOGOUS STEM CELLS	11/876,749	10/22/07	Patented U.S. Patent No. 9,295,564; 3/29/2016
FUSION DEVICE AND ASSOCIATED METHODS SUPER CAGE	13/135,675	07/12/11	Patented U.S. Patent No. 9,241,810; 1/26/2016
FUSION DEVICE AND ASSOCIATED METHODS	14/975,324	12/18/2015	Pending
DEVICE AND METHOD FOR DELIVERING MECHANICALLY RELEASED CELLS FROM LIPOSUCTION ASPIRATES	13/200,910	10/04/11	Patented U.S. Patent No. 8,936,766; 1/20/2015
INTERBODY FUSION DEVICE AND ASSOCIATED METHODS- CERVICAL 2 PIECE	13/200,911	10/04/11	Patented U.S. Patent No. 8,597,353; 12/3/2013

COMPOSITE BONE GRAFT KIT	13/360,694	01/28/12	Patented U.S. Patent No. 8,926,699; 05/19/2015
COMPOSITE BONE GRAFT DEVICE	14/589,779	1/5/2015	Pending
LIPOASPIRATE STEM CELL SEPARATION SYSTEM AND METHODS THEREOF	13/506,590	04/30/12	Pending
INTERBODY FUSION DEVICE WITH LIPPED ANTERIOR PLATE AND ASSOCIATED METHODS- PRECHALLENGE ACCESS	13/506,566	04/27/12	Pending
INTERBODY FUSION DEVICE WITH SNAP ON ANTERIOR PLATE AND ASSOCIATED METHODS IN:C2	13/506,565	4/27/12	Patented U.S. Patent No. 9,114,023; 08/25/2015
INTERBODY FUSION DEVICE WITH SEPERABLE RETENTION COMPONENT FOR LATERAL APPROACH, AND ASSOCIATED METHODS LATERAL DEVICE	13/668,037	11/2/2012	Pending
INTERBODY FUSION DEVICE AND ASSOCIATED METHODS	14/020,374	9/6/13	Patented U.S. Patent No. 9,161,841; 10/20/2015
IN VITRO PRODUCTION OF BONE-LIKE MATERIAL	13/594,835	8/26/12	Pending
BONE GRAFT DELIVERY DEVICE	13/666,701	11/1/2012	Patented U.S. Patent No.9,033,994; 5/19/2015
SUCTION DEVICE	14/049,026	10/8/13	Patented U.S. Patent No.9,358,255; 06/7/2016
SUCTION DEVICE	15/147,586	5/5/16	Pending
PPC FOR REGENERATIVE APPLICATIONS	14/046,995	10/6/13	Pending
FENESRATED NEEDLE	14/055,720	10/16/13	Pending
CERVICAL IMPANT WITH EXTERIOR PLATE (Over Plate)	14/055,730	10/16/13	Patented U.S. Patent No.9,248,027; 02/2/2016
INTERBODY FUSION DEVICE (All-N-One)	14/055,736	10/16/13	Pending
FACET FIXATION DEVICE USING U-SHAPED SPACER	14/061,570	10/23/13	Patented U.S. Patent No.9,456,904; 10/4/2016

BONE/SOFT TISSUE ANCHOR	14/061,585	10/23/13	Patented U.S. Patent No.9,254,186; 02/9/2016
AUTOMATED WORK-STATION FOR POINT-OF-CARE CELL PROCESSING	14/061,597	10/23/13	Patented U.S. Patent No.9,463,069; 10/11/2016
MESENCHYMAL CELL-BASED SOFT FUSION AS A BIOLOGICAL INTERVERTEBRAL DISC REPLACEMENT	14/061,617	10/23/13	Allowed
DEVICE FOR AUTOMATED POINT-OF-CARE CELL PROCESSING	14/061,623	10/23/13	Pending
DYNAMIC LOADING OF A THERAPEUTIC FLUID	14/061,628	10/23/13	Pending
APPARATUS FOR BONE MARROW ASPIRATION	14/061,635	10/23/13	Patented U.S. Patent No. 9,289,553; 3/22/2016
SCREW RETENTION MECHANISM FOR SCREW DRIVERS	14/214,845	3/15/2014	Patented U.S. Patent No. 9,375,830; 6/28/2016
BONE MARROW ASPIRATION DEVICE	14/642,295	3/9/2015	Pending
COLLAPSIBLE TWO PIECE OLIF IMPLANT	14/645,272	3/11/2015	Pending
TREATMENT OF SKELETAL VOIDS WITH IMPLANTABLE SUBSTRATE HYDRATED WITH BONE MARROW CONCENTRATE (SOLUM IV)	14/921,826	10/23/2015	Pending
TREATMENT OF SKELETAL VOIDS WITH IMPLANTABLE SUBSTRATE HYDRATED WITH BONE MARROW CONCENTRATE (SOLUM IV-CIP)	15/168,199	5/30/16	Pending
FLUID MANAGEMENT DEVICES AND METHODS	13/060,185	2/22/11	Granted US 8,551,068
FLUID MANAGEMENT DEVICES AND METHODS	14/032,469	9/20/2013	Pending
FLUID CONCENTRATOR	11/063,142	2/22/2005	Granted US 7,354,515
FLUID CONCENTRATOR	11/932,182	10/31/2007	Granted US 7,803,279
FLUID CONCENTRATOR	11/932,125	10/31/2007	Granted US 7,740,760
FLUID CONCENTRATOR	12/817,734	6/17/2010	Granted US 8,012,351
FLUID CONCENTRATOR	13/219,193	8/26/2011	Granted US 8,696,905

FLUID CONCENTRATOR, AUTOLOGOUS CONCENTRATED BODY FLUIDS, AND USES THEREOF	14/322,735	7/2/2014	Pending
FLUID CONCENTRATOR	29/337,513	5/22/2009	Patented US D632,801
FLUID CONCENTRATOR	29/385,434	2/14/2011	Patented US D660,975
FLUID CONCENTRATOR WITH REMOVABLE CARTRIDGE	13/041,962	3/7/2011	Patented U.S. Patent No. 9,011,684; 4/21/2015
FLUID MANAGEMENT CONNECTOR	29/316,085	8/21/09	Patented US D655,814
FLUID MANAGEMENT CONNECTOR	29/411,787	1/26/12	Patented US D663,024
FLUID MANAGEMENT CONNECTOR	29/411,790	1/26/12	Patented US D671,208
FLUID MANAGEMENT CONNECTOR	29/411,791	1/26/12	Patented US D671,639
SYSTEM AND METHOD OF TREATMENT OF BONE MARROW LESIONS	14/942,853	11/16/2015	Pending
COMBINATION WOUND DRAIN AND SUBSTANCE-DELIVERY SYSTEM AND METHOD	15/147,623	5/5/2016	Pending
TISSUE COLLECTION AND DIVERTIBLE SUCTION VALVE	15/147,603	5/5/2016	Pending
OPEN-NOSED TRANSFORAMINAL POSTERIOR LUMBAR INTERBODY FUSION DEVICE	62/398,236	9/22/2016	Pending

EXHIBIT C

Trademarks

DOCKET NO.	DESCRIPTION	APPL NO. APPL DATE	REG NO. REG DATE
50592/K001US	CELLING	77/678216 2/25/2009	4171994 7/10/2012
50592/K003US	CELLING TECHNOLOGIES	77/678190 2/25/2009	3871106 11/2/2010
50592/K004US	CIMPLICITY	77/489283 6/3/2008	4760458 6/23/2015
50592/K005US	CIMPLICITY	77/216762 6/27/2007	4368746 7/16/2013
50592/K007US	SOLUM IV	85/828832 1/22/2013	4653453 12/9/2014
50592/K010US	DISCTORATION	85/828887 1/22/2013	5022797 8/16/2016
50592/K011US	SPINESMITH	85/730684 9/17/2012	4332016 5/7/2013
50592/K012US	SPINE SMITH (and Design)	78/731817 10/12/2005	3145259 9/19/2006
50592/K013US	VISUALIF	77/867378 11/6/2009	3887762 12/7/2010
50592/K014US	FUSIONARY	77/299690 10/9/2007	3737480 1/12/2010
15750.0005US01	CIRCLE BIOLOGICS	77/600262 10/23/2004	3941151 4/5/2011
15750.0006US01	CIRCLE BIOLOGICS	77/600281 10/23/2004	3941152 4/5/2011
50592/K015US	IN:C2	[To be filed]	
50592/K016US	CELLING BIOSCIENCE	[To be filed]	
50592/K017US	CELLING BIOSCIENCE	[To be filed]	
50592/K020US	ART 21	[To be filed]	
50592/K021US	ART BMC	[To be filed]	
50592/K022US	ART PRP	[To be filed]	

EXHIBIT D

Mask Works

Description	Registration/Application Number	Registration/Application Date
	None	