

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exactech, Inc.		02/14/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Registration Number:	3352245	A GREAT DAY IN THE O.R.	
Registration Number:	3319217	ACCELERATE	
Registration Number:	4198839	ACCELERATE PRP SPORT	
Registration Number:	3479123	ACUDRIVER	
Registration Number:	2360097	ACUMATCH	
Registration Number:	3356812	AHS	
Registration Number:	4664902	ALTEON	
Registration Number:	3309717	ART	
Registration Number:	4029076	ARTHROFOCUS	
Registration Number:	3058458	AURA	
Registration Number:	3268846	CONNEXION GXL	
Registration Number:	3566125	CR SLOPE	
Registration Number:	4644134	CR SLOPE	
Registration Number:	3441740	CROWN CUP	
Registration Number:	3868480	E	
Registration Number:	3868481	E	
Registration Number:	4003221	E GPS	
Registration Number:	4827625	ENTICE	
Registration Number:	3121160	EQUINOXE	

OP \$1290.00 3352245

Property Type	Number	Word Mark
Registration Number:	3868433	EXACTECH
Registration Number:	3877806	EXACTECH
Registration Number:	4053501	EXACTECH GPS
Registration Number:	3268854	GXL
Registration Number:	3083241	HF
Registration Number:	3085871	HI-FLEX
Registration Number:	4328538	INTEGRIP
Registration Number:	4075019	LOGIC FIT
Registration Number:	3303126	LPI
Registration Number:	3268767	NOVATION
Registration Number:	3750306	NOVATION CFS
Registration Number:	3677068	NOVATION ELEMENT
Registration Number:	3174560	OPTECURE
Registration Number:	2904316	OPTEFIL
Registration Number:	3159498	OPTEMX
Registration Number:	1942473	OPTETRAK
Registration Number:	1953040	OPTETRAK
Registration Number:	3686762	OPTETRAK LOGIC
Registration Number:	3713448	OPTETRAK RBK
Registration Number:	3861824	OSSIGEN
Registration Number:	5051286	OSSILIX
Registration Number:	3776525	PRP SPORT
Registration Number:	3715569	RBK
Registration Number:	5200181	REVEILLE
Registration Number:	3485674	REVERSATILITY
Registration Number:	3528289	SIX SIGMA SURGERY
Registration Number:	3528288	6 SIX SIGMA SURGERY
Registration Number:	4226457	SYNERGENT
Registration Number:	5206010	TRULIANT
Registration Number:	5095883	VANTAGE
Registration Number:	3165122	ZIRAMIC
Serial Number:	87650601	EXACCARE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F175545 TM AGMT

NAME OF SUBMITTER: Karen Cottrell

SIGNATURE: /Karen Cottrell/

DATE SIGNED: 02/15/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of February 14, 2018, by and among Exactech, Inc., a Florida corporation (“Grantor”) and GOLDMAN SACHS BANK USA, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of February 14, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of Grantor listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EXACTECH, INC.

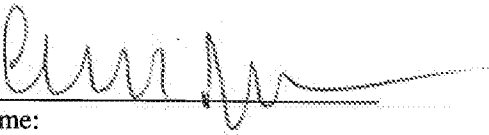
By: Joel C. Phillips
Name: Joel C. Phillips
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006275 FRAME: 0857

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Name:

Title:

Charles D. Johnston
Authorized Signatory



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006275 FRAME: 0858

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/Grantor	Trademark Description	Registration, Application Number	Registration Date
Exactech, Inc.	A GREAT DAY IN THE O.R.	3352245	12/11/2007
Exactech, Inc.	ACCELERATE	3319217	10/23/2007
Exactech, Inc.	ACCELERATE PRP SPORT	4198839	8/28/2012
Exactech, Inc.	ACUDRIVER	3479123	8/5/2008
Exactech, Inc.	ACUMATCH & DESIGN 	2360097	6/20/2000
Exactech, Inc.	AHS	3356812	12/18/2007
Exactech, Inc.	ALTEON	4664902	12/30/2014
Exactech, Inc.	ART	3309717	10/9/2007
Exactech, Inc.	ARTHROFOCUS	4029076	9/20/2011
Exactech, Inc.	AURA 	3058458	2/14/2006
Exactech, Inc.	CONNEXION GXL	3268846	7/24/2007
Exactech, Inc.	CR SLOPE	3566125	1/20/2009
Exactech, Inc.	CR SLOPE	4644134	11/25/2014
Exactech, Inc.	CROWN CUP	3441740	6/3/2008
Exactech, Inc.	E (STYLIZED DESIGN) 	3868480	10/26/2010
Exactech, Inc.	E (STYLIZED DESIGN) 	3868481	10/26/2010
Exactech, Inc.	E GPS DESIGN 	4003221	7/26/2011
Exactech, Inc.	ENTICE	4827625	10/6/2015
Exactech, Inc.	EQUINOXE	3121160	7/25/2006
Exactech, Inc.	EXACTECH	3868433	10/26/2010
Exactech, Inc.	EXACTECH	3877806	11/16/2010
Exactech, Inc.	EXACTECH GPS	4053501	11/8/2011
Exactech, Inc.	GXL	3268854	7/24/2007
Exactech, Inc.	HF	3083241	4/18/2006
Exactech, Inc.	HI-FLEX	3085871	4/25/2006
Exactech, Inc.	INTEGRIP	4328538	4/30/2013
Exactech, Inc.	LOGIC FIT	4075019	12/20/2011
Exactech, Inc.	LPI	3303126	10/2/2007
Exactech, Inc.	NOVATION	3268767	7/24/2007
Exactech, Inc.	NOVATION CFS	3750306	2/16/2010
Exactech, Inc.	NOVATION ELEMENT	3677068	9/1/2009
Exactech, Inc.	OPTECURE	3174560	11/21/2006

Owner/Grantor	Trademark Description	Registration, Application Number	Registration Date
Exactech, Inc.	OPTEFIL	2904316	11/23/2004
Exactech, Inc.	OPTEMX	3159498	10/17/2006
Exactech, Inc.	OPTETRAK	1942473	12/19/1995
Exactech, Inc.	OPTETRAK (STYLIZED) 	1953040	1/30/1996
Exactech, Inc.	OPTETRAK LOGIC	3686762	9/22/2009
Exactech, Inc.	OPTETRAK RBK	3713448	11/17/2009
Exactech, Inc.	OSSIGEN	3861824	10/12/2010
Exactech, Inc.	OSSILIX	5051286	9/27/2016
Exactech, Inc.	PRP SPORT	3776525	4/13/2010
Exactech, Inc.	RBK	3715569	11/24/2009
Exactech, Inc.	REVEILLE	5200181	5/9/2017
Exactech, Inc.	REVERSABILITY	3485674	8/12/2008
Exactech, Inc.	SIX SIGMA SURGERY	3528289	11/4/2008
Exactech, Inc.	SIX SIGMA SURGERY AND DESIGN 	3528288	11/4/2008
Exactech, Inc.	SYNERGENT	4226457	10/16/2012
Exactech, Inc.	TRULIANT	5206010	5/16/2017
Exactech, Inc.	VANTAGE	5095883	12/6/2016
Exactech, Inc.	ZIRAMIC	3165122	10/31/2006
Exactech, Inc.	EXACCARE	87650601	10/18/2017