

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468534

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SpineSmith Holdings, LLC		12/06/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Bank, N.A.		
<b>Street Address:</b>	620 Congress Avenue, Suite 100		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4171994	CELLING	
<b>Registration Number:</b>	3871106	CELLING TECHNOLOGIES	
<b>Registration Number:</b>	4760458	CIMPLICITY	
<b>Registration Number:</b>	4368746	CIMPLICITY	
<b>Registration Number:</b>	4653453	SOLUM IV	
<b>Registration Number:</b>	5022797	DISCTORATION	
<b>Registration Number:</b>	4332016	SPINESMITH	
<b>Registration Number:</b>	0314259		
<b>Registration Number:</b>	3887762	VISUALIF	
<b>Registration Number:</b>	3737480	FUSIONARY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	512-495-8853		
<b>Email:</b>	Cay@AustinBankLaw.com		
<b>Correspondent Name:</b>	Cay Riley		
<b>Address Line 1:</b>	3724 Jefferson Street, Suite 309		
<b>Address Line 4:</b>	Austin, TEXAS 78731		

OP \$265.00 4171994

<b>NAME OF SUBMITTER:</b>	Cay Riley
<b>SIGNATURE:</b>	/Cay Riley/
<b>DATE SIGNED:</b>	04/04/2018
<b>Total Attachments: 3</b> source=IP SECURITY AGREEMENT (TRADEMARKS) SCAN#page1.tif source=IP SECURITY AGREEMENT (TRADEMARKS) SCAN#page2.tif source=IP SECURITY AGREEMENT (TRADEMARKS) SCAN#page3.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TRADEMARKS)**

This Intellectual Property Security Agreement is entered into this 12 day of December, 2017 (the "Corporate IP Security Agreement") by and between SPINESMITH HOLDINGS, LLC, a Delaware limited liability company, with a place of business at 93 Red River Street, Austin, Texas 78701 (the "Borrower") and AMERICAN BANK, N.A., a national banking association, with a place of business at 620 Congress Avenue, Suite 100, Austin, Texas 78701 (the "Lender").

RECITALS

The Borrower and the Lender are parties to a Loan Agreement dated of even date herewith (the "Loan Agreement") governing a \$4,000,000.00 revolving line of credit (the "Loan"). This Corporate IP Security Agreement is a supplement to that certain Security Agreement dated of even date herewith between the Borrower and the Lender (the "Security Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Loan Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms, or provisions of this Corporate IP Security Agreement and the Loan Agreement, the definitions, terms, or provisions of the Loan Agreement shall control.

This Corporate IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office ("the USPTO") and the US Copyright Office, which sets forth the Borrower's pledge of its intellectual property as security for the Loan described in the Loan Agreement, the Security Agreement and all other Loan Documents.

GRANT OF SECURITY INTEREST

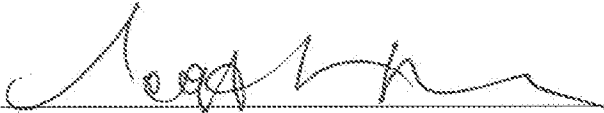
As security for the Loan, the Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all trademarks set forth in Exhibit "A" attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "Corporate IP collateral").

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement and the Security Agreement are restated and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first written above.

AMERICAN BANK, a national banking association

By: 

Name: Scott Downs

Title: Commercial Lending Officer

SPINESMITH HOLDINGS, LLC,  
a Delaware limited liability company

By: 

Name: Steve Melchiodi

Title: President

EXHIBIT "A"

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	77/867373 11/6/2009	3887767 12/7/2010
50592/K014US	FUSIONARY	77/289690 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	INC2		[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]