

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPINE WAVE, INC.		07/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
Name:	OXFORD FINANCE LLC		
Street Address:	133 North Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3817219	SPINE WAVE	
Registration Number:	3817220	SPINE WAVE	
Registration Number:	4634093	ABACUS	
Registration Number:	4239244	ACCENT	
Registration Number:	4522704	ANNEX	
Registration Number:	3382596	CAPSURE	
Registration Number:	5365562	GRAFTMAG	
Registration Number:	4841918	LEVA	
Registration Number:	5172759	MIG	
Registration Number:	5271947	PARAMOUNT	
Registration Number:	5228450	PROFICIENT	
Registration Number:	3937816	SNIPER	
Registration Number:	3197278	STAXX	

OP \$540.00 3817219

Property Type	Number	Word Mark
Serial Number:	87519736	CLR
Serial Number:	87517903	NUCORE
Serial Number:	87597515	SALVO
Registration Number:	3727870	SW
Registration Number:	5023970	VELOCITY
Registration Number:	4239245	NI-LOCK
Registration Number:	4634055	XLR
Serial Number:	87522938	TEMPEST

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: Melony Sot
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:	F178192 TM
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	07/23/2018

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 19, 2018 by and among (i) **SILICON VALLEY BANK**, a California corporation with an office located at 275 Grove Street, Suite 2-200, Newton, MA 02466 ("SVB") as collateral agent on behalf of and for the benefit of each Lender (in such capacity as agent for each Lender (including, without limitation, for itself as a Lender with respect to the Revolving Line), but not in its individual capacity, "Collateral Agent") and as a Lender, the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined herein) or otherwise a party hereto from time to time including SVB in its capacity as a Lender (including, without limitation, with respect to the Revolving Line and the Term Loan), (ii) **OXFORD FINANCE LLC**, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 ("Oxford") (SVB and Oxford are each a "Lender" and collectively, the "Lenders") and (iii) **SPINE WAVE, INC.**, a Delaware corporation with an office located at Three Enterprise Drive, Suite 210, Shelton, Connecticut 06484 ("Grantor").

RECITALS

A. Collateral Agent and Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Collateral Agent and Lenders and Grantor dated as of November 6, 2014, as amended by that certain Consent and First Amendment to Amended and Restated Loan and Security Agreement dated as of April 29, 2015, as further amended by a certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of July 1, 2016, as further amended by a certain Side Letter dated as of November 7, 2016, as further amended by a certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of August 30, 2017, and as further amended by a certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof (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). Collateral Agent and Lenders are willing to continue to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent and Lenders a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Collateral Agent and Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent and Lenders 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 Grantor's obligations to Collateral Agent and Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Collateral Agent and Lenders, Grantor grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender, 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 of 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 (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. Complete and Accurate Exhibits. Grantor hereby represents and warrants to Collateral Agent and Lenders that Exhibits A, B, C and D respectively, on the date hereof, contain complete and accurate lists of the Grantor's Copyrights, Patents, Trademarks and Mask Works.

3. 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 Collateral Agent and Lenders.

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 Collateral Agent and Lenders 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 (to the extent permitted by the Loan Agreement).


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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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:

SPINE WAVE, INC.

By: 
Name: Terrence Brennan
Title: Chief Financial Officer, Treasurer and Corporate Secretary

COLLATERAL AGENT AND LENDER:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

LENDER:

OXFORD FINANCE LLC

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.

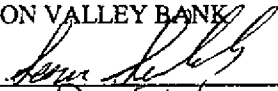
GRANTOR:

SPINE WAVE, INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT AND LENDER:

SILICON VALLEY BANK

By:  _____
Name: Jim J. Smith
Title: VP

LENDER:

OXFORD FINANCE LLC

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:

SPINE WAVE, INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT AND LENDER:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

LENDER:

OXFORD FINANCE LLC

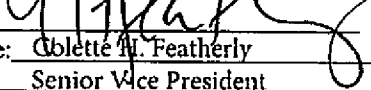
By: 
Name: Colette M. Featherly
Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Patent/Patent Application/Publication #	Title
10,022,172	Minimally invasive posterolateral fusion
6,595,998	Tissue distraction device
6,997,929	Tissue distraction device
7,004,945	Devices and methods for the restoration of a spinal disc
7,114,501	Transverse cavity device and method
7,153,305	Method for treating tibial plateau compression fractures
7,234,468	Transverse cavity device and method
7,311,713	Method of interbody fusion with stacked elements
7,556,650	Methods for injecting a curable biomaterial into an intervertebral space
7,575,577	Devices and methods for the restoration of a spinal disc
7,601,157	Devices and methods for the restoration of a spinal disc
7,674,278	Tissue distraction device
7,722,579	Devices for injecting a curable biomaterial into a intervertebral space
7,740,660	Methods for treating defects and injuries of an intervertebral disc
7,749,255	Method for fusing adjacent bones
7,753,912	Tissue distraction device
7,780,707	Method for reducing a vertebra using stacked elements
7,780,734	Tissue distraction device
7,789,912	Apparatus and method for injecting fluent material at a distracted tissue site
7,789,913	Methods for injecting a curable biomaterial into an intervertebral space
7,799,034	Tissue distraction device

7,799,833	System and method for the pretreatment of the endplates of an intervertebral disc
7,806,914	Dynamic spinal stabilization system
7,811,331	Tissue distraction device
7,815,643	Transverse cavity device and method
7,825,083	Synovial fluid barrier
7,837,733	Percutaneous methods for injecting a curable biomaterial into an intervertebral space
7,875,078	Expandable interbody fusion device
7,905,885	Reduction system for restoration of a vertebral body
7,914,537	Devices and methods for the restoration of a spinal disc
7,931,688	Expandable interbody fusion device
7,967,867	Expandable interbody fusion device
7,993,375	Dynamic stabilization devices and methods
8,075,623	Apparatus and kit for distraction of tissue surfaces
8,109,902	Systems and methods for mixing fluids
8,123,755	Tissue distraction device
8,142,437	System for percutaneously fixing a connecting rod to a spine
8,162,990	Multi-axial spinal fixation system
8,167,887	Introducer for inserting a connecting rod into a spine
8,202,274	Apparatus and method for detecting a connecting rod during percutaneous surgery
8,206,395	Surgical instrument and method for the distraction or compression of bones
8,246,630	Apparatus and method for injecting fluent material at a distracted tissue site
8,337,532	Methods for percutaneously extending an existing spinal construct
8,337,557	Apparatus and kit for injecting a curable biomaterial into an intervertebral space
8,357,168	Modular injection needle and seal assembly
8,372,120	Multi-axial cross connector

8,394,108	Screw driver for a multiaxial bone screw
8,430,885	Tissue distraction device
8,430,913	Devices and methods for adding an additional level of fixation to an existing construct
8,444,694	Methods for injecting a curable biomaterial into an intervertebral space
8,450,288	System and method for the pretreatment of the endplates of an intervertebral disc
8,454,664	Method for fixing a connecting rod to a thoracic spine
8,475,500	Multi-axial spinal fixation system
8,491,639	Multi-axial spinal fixation system
8,512,383	Method of percutaneously fixing a connecting rod to a spine
8,523,906	Apparatus and devices for percutaneously extending an existing spinal construct
8,562,654	Methods for percutaneously extending an existing spinal construct
8,641,769	Plastically deformable inter-osseous device
8,657,481	Systems and methods for mixing fluids
8,657,826	Apparatus and devices for percutaneously extending an existing spinal construct
8,663,281	Apparatus and instruments for percutaneously extending an existing spinal construct
8,690,883	Articulating injection cannula and seal assembly
8,702,760	Dynamic spinal stabilization system
8,715,351	Expandable interbody fusion device with graft chambers
8,727,975	Retractor for use in spinal surgery
8,740,950	Methods for percutaneously attaching a cross connector to contralateral spinal constructs
8,777,954	Pedicle screw extension for use in percutaneous spinal fixation
8,828,019	Insertor for expanding an expandable interbody fusion device
8,845,640	Pedicle screw extension for use in percutaneous spinal fixation
8,864,830	Apparatus and methods for inserting an interbody fusion device

8,900,312	Expandable interbody fusion device with graft chambers
9,078,767	Expandable spinal interbody fusion device
9,084,686	Insertor for an expandable spinal interbody fusion device
9,095,446	Expandable interbody fusion device
9,101,489	Expandable anterior lumbar interbody fusion device
9,107,766	Expandable spinal interbody fusion device and inserter
9,114,026	Insertor for an expandable spinal interbody fusion device
9,132,207	Radiopaque injectable nucleus hydrogel compositions
9,149,302	Apparatus and devices for percutaneously extending an existing spinal construct
9,192,484	Expandable interbody fusion device
9,216,094	Expandable spinal interbody fusion device and inserter
9,226,777	Multi-axial spinal fixation system
9,237,908	Dynamic stabilization system for the spine
9,265,623	Method of expanding a spinal interbody fusion device
9,295,500	Screw driver with release for a multi-axial bone screw
9,295,565	Method of expanding an intradiscal space and providing an osteoconductive path during expansion
9,358,134	Method of inserting an interbody fusion device
9,381,094	Expandable interbody fusion device
9,387,089	Expandable anterior lumbar interbody fusion device
9,398,961	Plastically deformable inter-osseous device
9,433,446	Pedicle screw extension for use in percutaneous spinal fixation
9,439,692	Minimally invasive spinal fixation system and method therefor
9,439,783	Insertor for expanding body tissue
9,445,921	Device for expanding and supporting body tissue
9,480,578	Expandable interbody fusion device with graft chambers

9,498,200	Method of retracting body tissue during surgery
9,498,347	Expandable interbody fusion device with nested correction surface
9,498,351	Apparatus for locating the position of a spinal implant during surgery
9,517,140	Apparatus for use in spinal interbody fusion
9,517,141	Apparatus for use in spinal interbody fusion
9,517,142	Insert for insertion into an expandable spinal interbody fusion device
9,545,250	Kit of parts for use in retracting body tissue
9,545,279	Multi-axial spinal fixation system
9,545,313	Apparatus and method for expanding opposing body tissue
9,545,318	Expandable interbody fusion device
9,549,962	Radiopaque injectable nucleus hydrogel compositions
9,610,175	Expandable interbody fusion device
9,615,937	Lateral approach expandable spinal implant and method
9,629,668	Apparatus and devices for percutaneously extending an existing spinal construct
9,642,655	Methods for percutaneously extending an existing spinal construct
9,655,660	Methods for percutaneously extending an existing spinal construct
9,655,740	Expandable sizer instrument for spacing vertebral bodies
9,655,743	Expandable interbody fusion device
9,675,469	Expandable interbody fusion device
9,707,094	Expandable anterior lumbar interbody fusion device
9,763,700	Polyaxial bone screw
9,775,723	Instrument and system for placing graft, implant and graft material for minimally invasive posterolateral fusion
9,861,395	Multi-axial spinal fixation system
9,913,731	Expandable interbody fusion device
9,925,067	Device for expanding and supporting body tissue

9,936,981	Anchor device for anchoring an elongated rod to the spine
9,937,055	Scoring implant trial and implant inserter for spinal fusion system
9,949,842	Expandable anterior lumbar interbody fusion device
9,949,844	Apparatus for use in spinal interbody fusion
9,962,196	Pedicle screw extension for use in percutaneous spinal fixation
9,968,464	Spinal fusion system
9,980,827	Expandable interbody fusion device
9,987,047	Translating polyaxial screw
6,740,093	METHOD AND APPARATUS FOR TREATIN
8,529,627	INTERVERTEBRAL SPACER
9,642,722	Intervertebral Expandable Spacer
9,113,962	Apparatus and devices for percutaneously extending an existing spinal construct
9,095,446	Expandable interbody fusion device
8,920,507	Plastically deformable inter-osseous device
8,900,313	Expandable interbody fusion device
8,974,464	Expansion member for insertion into a body tissue space
8,641,739	Methods for percutaneously extending an existing spinal construct
8,940,021	Multi-axial cross connector
8,535,325	Modular injection needle and seal assembly
8,574,299	Expandable device for distracting spinal tissue surfaces
8,414,622	Multi-axial spinal fixation system
8,337,531	Method of supporting and distracting opposing vertebral bodies
8,343,193	Method of supporting and distracting opposing vertebral bodies
8,337,562	Device for distracting body tissue
8,425,571	Method for stabilizing a motion segment of the spine of a patient

8,535,353	Method of providing spinal interbody fusion
8,349,014	Expandable device for distracting spinal tissue surfaces
8,641,767	Expandable interbody fusion device
8,206,398	Apparatus for spinal fusion
7,744,637	Tissue distraction device
10,022,242	Apparatus for use in spinal interbody fusion
10,016,227	Methods for percutaneously extending an existing spinal construct
10,016,286	Method of inserting an interbody fusion device
7,744,637	Method for restoring vertebral body height
8,197,544	Method for distracting opposing vertebral bodies of a spine
8,206,398	Apparatus for spinal fusion
8,317,802	System for distracting opposing vertebral bodies of a spine
8,337,531	Method of supporting and distracting opposing vertebral bodies of a spine
8,337,562	Device for distracting body tissue
8,343,193	Method of supporting and distracting opposing vertebral bodies
8,349,014	Expandable device for distracting spinal tissue surfaces
8,414,622	Multi-axial spinal fixation system
8,425,571	Method for stabilizing a motion segment of the spine of a patient
8,535,325	Kit for use in sealably injecting a biomaterial into an intradiscal space
8,535,353	Method of providing spinal interbody fusion
8,574,299	Expandable device for distracting spinal tissue surfaces
8,641,739	Methods for percutaneously extending an existing spinal construct
8,641,767	Expandable interbody fusion device
8,900,313	Expandable interbody fusion device
8,920,507	Plastically deformable inter-osseous device

8,940,021	Multi-axial cross connector
8,974,464	Expansion member for insertion into a body tissue space
9,039,767	Method and inserter for interbody fusion
9,095,447	Expandable interbody fusion device
9,101,488	Apparatus for use in spinal surgery
9,113,962	Apparatus and devices for percutaneously extending an existing spinal construct
14/829040	APPARATUS AND DEVICES FOR PERCUTANEOUSLY EXTENDING AN EXISTING SPINAL CONSTRUCT
15/212373	PLASTICALLY DEFORMABLE INTER-OSSEOUS DEVICE
15/260925	INSERTER FOR EXPANDING BODY TISSUE
15/264780	DEVICE FOR EXPANDING AND SUPPORTING BODY TISSUE
15/350566	APPARATUS FOR LOCATING THE POSITION OF A SPINAL IMPLANT DURING SURGERY
15/618378	EXPANDABLE INTERBODY FUSION DEVICE
15/491434	GRAFT DELIVERY APPARATUS
15/864165	MULTI-AXIAL SPINAL FIXATION SYSTEM
15/910267	EXPANDABLE INTERBODY FUSION DEVICE
20120316568	System for distracting opposing vertebral bodies of a spine
14/342984	APPARATUS FOR DILATING BODILY TISSUE AND FOR MONITORING NEURAL ACTIVITY IN THE DILATED BODILY TISSUE
11/674347	Transverse Cavity Device and Method

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SPINE WAVE	3817219/ 77-870356	Jul 13, 2010
SPINE WAVE	3817220/ 77-870381	Jul 13, 2010
ABACUS	4634093/ 86-135116	Nov 4, 2014
ACCENT	4239244/ 85-513575	Nov 6, 2012
ANNEX	4522704/ 85-704375	Apr 29, 2014
CAPSURE	3382596/ 77-094666	Feb 12, 2008
CLR	87-519736	Jul 7, 2017
GRAFTMAG	5365562/ 86-932323	Dec 26, 2017
LEVA	4841918/ 86-136186	Oct 27, 2015
MIG	5172759/ 86-887882	Mar 28, 2017
NUCORE	85-517903	Jul 6, 2017
PARAMOUNT	5271947/ 86-839322	Aug 22, 2017
PROFICIENT	5228450/ 86-251018	Jun 20, 2017
SALVO	87-597515	Sep 6, 2017
SNIPER	3937816/ 85-096205	Mar 29, 2011
STAXX	3197278/ 78-371078	Jan 9, 2007

SW	3727870/ 77-736430	Dec 22, 2009
TEMPEST	87-522938	Jul 11, 2017
VELOCITY	5023970/ 86-722193	Aug 16, 2016
Ni-Lock	4239245	Nov 6, 2012
XLR	4634055	Nov 4, 2014

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

2322905.4