# CH \$115.00 8705964

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM488001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Orthofix Inc.		07/31/2018	Corporation: MINNESOTA

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	10 South Dearborn, Floor L2S		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	87059647	O-GENESIS
Serial Number:	87159872	ONTRACK
Serial Number:	88017844	FIBERFUSE
Serial Number:	88018613	STIM ONTRACK

### **CORRESPONDENCE DATA**

**Fax Number:** 2147455390

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:** 214.745.5370

**Email:** jmuennink@winstead.com

Correspondent Name: Janie Muennink c/o Winstead PC

Address Line 1: P.O. Box 131851
Address Line 4: Dallas, TEXAS 75313

ATTORNEY DOCKET NUMBER:	58437-4
NAME OF SUBMITTER:	Janie Muennink
SIGNATURE:	/jan muennink/
DATE SIGNED:	08/29/2018

**Total Attachments: 4** 

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### TRADEMARK SECURITY AGREEMENT

August 10, 2018

WHEREAS, Orthofix Inc., a Minnesota corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the First Amended and Restated Pledge and Security Agreement dated as of July 31, 2018 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain affiliates of Grantor, and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in <u>Schedule 1</u> annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;
- (2) each License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each License referred to in Schedule 1 annexed hereto; and
- (3) all accessions to, substitutions for and replacements, Proceeds and products of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or trademark registration including, without limitation, the trademark registrations referred to in <u>Schedule 1</u> annexed hereto, the trademark registrations issued with respect to the trademark applications referred in <u>Schedule 1</u> and the Trademarks licensed under any License, or (b) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any License, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademask Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

**GRANTOR:** 

ORTHOFIX INC.

By:

Name: Douglas C. Rice
Title: Chief Financial Officer and Treasurer

# **SECURED PARTY:**

JPMORGAN CHASE BANK, N.A., as administrative agent

By:
Name: Gregory T. Martin
Title: Executive Director

TRADEMARK SECURITY AGREEMENT, Signature Page

# Schedule 1 to Trademark Security Agreement

# TRADEMARKS AND TRADEMARK APPLICATIONS

Application No.	Registration No.	Owner	Trademark	Country	Application Date	Registration Date	Status
87059647		Orthofix Inc.	O-GENESIS	United States of America	3-Jun-16		Pending
87159872		Orthofix Inc.	ONTRACK	United States of America	2-Sep-16		Pending
88017844		Orthofix Inc.	FIBERFUSE	United States of America	27-Jun-18		Pending
88018613		Orthofix Inc.	STIM ONTRACK	United States of America	28-Jun-18		Pending

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**RECORDED: 08/29/2018**