

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARADIGM SPINE, LLC		08/24/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	HAYFIN SERVICES LLP		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Entity Type:	Limited Liability Partnership: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88086222	COFIX	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Vaishali Mahna		
Address Line 1:	Weil, Gotshal & Manges LLC		
Address Line 2:	767 FIFTH AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	V. Mahna - 51889.0013		
NAME OF SUBMITTER:	Vaishali Mahna		
SIGNATURE:	/Vaishali Mahna/		
DATE SIGNED:	09/05/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August [24], 2018 (this "*Trademark Security Agreement*"), is made by and between PARADIGM SPINE, LLC, a Delaware limited liability company ("*Grantor*") and HAYFIN SERVICES LLP, as administrative agent (in such capacity, the "*Administrative Agent*") for the Lenders.

WITNESSETH:

WHEREAS, the Grantor, having an address at 505 Park Avenue, 14th Floor New York, New York, 10022, (1) has used and registered, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Sections 1(c) or 1(d) of the U.S. Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Sections 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed **Schedule 1-A**, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office and the trademark registries of other countries (the "*Trademarks*"); and

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of August 26, 2016 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*", the terms defined therein and not otherwise defined herein being used herein as therein defined), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks, including, but not limited to, the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record:

Section 1. Grant of Security Interest in Trademarks. The Grantor hereby grants to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "*Trademark Collateral*"):

(i) the Trademarks, and all registrations and applications therefor including, but not limited to, the registrations and applications referred to in **Schedule 1-A** hereto (as such schedule may be amended or supplemented from time to time),

(ii) the goodwill of the business symbolized thereby,

(iii) all rights corresponding thereto throughout the world,

(iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,

(v) all licenses, claims, damages, and proceeds of suit arising therefrom,
and

(vi) all payments and rights to payments arising out of the sale, lease, license assignment or other Disposition (as such term is defined in the Security Agreement) thereof.

Section 2. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and 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 the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in such Grantor's reasonable business judgment in connection with the Trademarks subject to a security interest hereunder.

Section 4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTOR AND THE ADMINISTRATIVE AGENT HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION; PROVIDED THAT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY.

Section 5. Signature. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

PARADIGM SPINE, LLC

By:

A handwritten signature in black ink, appearing to read "Marc R. Viscogiosi", written over a horizontal line.

Name: Marc R. Viscogiosi

Title: Chairman & CEO

HAYFIN SERVICES LLP,
a limited liability partnership formed under the
laws of England and Wales

By: _____

Name:

Title:

Address for Notices:

Hayfin Services LLP

One Eagle Place

London, SW1Y 6AF

United Kingdom

Attn: Legal Department

Tel.: +44 207-074-2900

Email: Loanops@hayfin.com

Legal@hayfin.com

TRADEMARK

REEL: 006460 FRAME: 0377

Schedule 1-A
to Trademark Security Agreement

	Trademark	Serial/Registration No.	Filing/Registration Date
COFIX		88/086,222	21-Aug-2018