

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPINESMITH HOLDINGS, LLC		03/29/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUEARC MEZZANINE PARTNERS I, LP		
Street Address:	One Buckhead Plaza Suite 225		
Internal Address:	3060 Peachtree Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Partnership: GEORGIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4171994	CELLING	
Registration Number:	3871106	CELLING TECHNOLOGIES	
Registration Number:	4760458	CIMPLICITY	
Registration Number:	4368746	CIMPLICITY	
Registration Number:	5022797	DISCTORATION	
Registration Number:	3737480	FUSIONARY	
Registration Number:	4653453	SOLUM IV	
Registration Number:	3145259	SPINESMITH	
Registration Number:	4332016	SPINESMITH	
Registration Number:	3887762	VISUALIF	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<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:	816-460-2400		
Email:	trademarks.us@dentons.com		
Correspondent Name:	DENTONS US LLP		
Address Line 1:	P.O. BOX 061080		

OP \$265.00 4171994

Address Line 4: CHICAGO, ILLINOIS 60606-1080

NAME OF SUBMITTER: Brian R. McGinley

SIGNATURE: /brm/

DATE SIGNED: 04/09/2019

Total Attachments: 11

source=Celling Amended and Restated Intellectual Property Security Agreement (Executed)(110596701_1)#page1.tif
source=Celling Amended and Restated Intellectual Property Security Agreement (Executed)(110596701_1)#page2.tif
source=Celling Amended and Restated Intellectual Property Security Agreement (Executed)(110596701_1)#page3.tif
source=Celling Amended and Restated Intellectual Property Security Agreement (Executed)(110596701_1)#page4.tif
source=Celling Amended and Restated Intellectual Property Security Agreement (Executed)(110596701_1)#page5.tif
source=Celling Amended and Restated Intellectual Property Security Agreement (Executed)(110596701_1)#page6.tif
source=Celling Amended and Restated Intellectual Property Security Agreement (Executed)(110596701_1)#page7.tif
source=Celling Amended and Restated Intellectual Property Security Agreement (Executed)(110596701_1)#page8.tif
source=Celling Amended and Restated Intellectual Property Security Agreement (Executed)(110596701_1)#page9.tif
source=Celling Amended and Restated Intellectual Property Security Agreement (Executed)(110596701_1)#page10.tif
source=Celling Amended and Restated Intellectual Property Security Agreement (Executed)(110596701_1)#page11.tif

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) dated as of March 29, 2019 is between BLUEARC MEZZANINE PARTNERS I, LP, as agent for itself and the Lenders (together with its successors and assigns in such capacity, “Agent”) and SPINESMITH HOLDINGS, LLC, a Delaware limited liability company (“Grantor”).

RECITALS

A. Grantor, the lenders which are now or which hereafter become a party thereto (collectively, “Lenders” and each a “Lender”) and Agent are party to that certain Loan and Security Agreement dated as of March 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Loan Agreement), pursuant to which Grantor has granted Agent, for the benefit of Agent and Lenders, a security interest in all of its right, title and interest, presently existing or later acquired to all of the Collateral.

B. Grantor and Agent are party to that certain Intellectual Property Security Agreement dated as of March 15, 2017 (as amended prior to the date hereof, the “Original Intellectual Property Security Agreement”).

C. Pursuant to that certain Second Amendment to Loan and Security Agreement dated as of the date hereof (the “Second Amendment”) among Grantor, Agent and Lenders, the parties have agreed to amend the Loan Agreement on the terms and conditions set forth therein.

D. In order to induce Agent and Lenders to enter into the Second Amendment and consummate the financial accommodations and other transactions described therein, Grantor has agreed to ratify and reaffirm the grant to Agent, for its benefit and the benefit of Lenders, of the continuing security interest in and to all of Grantor’s Intellectual Property Collateral (as defined in the Original Intellectual Property Security Agreement).

AGREEMENT

Grantor hereby (a) ratifies, restates, and confirms the continuing security interest granted in favor of the Agent, for the benefit of Agent and Lenders, pursuant to the Original Intellectual Property Security Agreement and (b) grants to Agent, for the benefit of Agent and Lenders, to secure the Obligations, a continuing security interest in all of Grantor’s right, title, and interest in and to all of Grantor’s Copyrights, Trademarks, Patents, and Mask Works and other intellectual property, whether now owned or hereafter acquired or arising and wherever located (the “Intellectual Property Collateral”), including the Intellectual Property Collateral set forth on Schedules A, B, C and D hereto, and all proceeds thereof (including without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringement rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Agent’s rights and remedies in the security interest granted herein are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Agent’s rights, powers and interests are cumulative with every right, power or remedy provided herein. Agent’s exercise of its rights, powers or remedies pursuant to this Agreement, the Loan Agreement or any other Loan

Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy provided herein or therein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the conflict of laws principles thereof, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of Delaware.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by electronic transmission shall be deemed an original signature hereto.

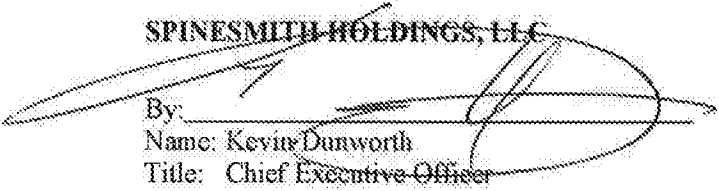
This Agreement is an amendment and restatement of the Original Intellectual Property Security Agreement. This Agreement is in no way intended to constitute a novation of the Original Intellectual Property Security Agreement or the Obligations. Grantor hereby ratifies and reaffirms the grant of security contained in the Original Intellectual Property Security Agreement and confirms that such liens and security interests secure and continue under this Agreement, to secure the payment in full of the Obligations under the Loan Agreement, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Agreement (including, without limitation, the schedules hereto) and the other Loan Documents. From and after the date hereof, the provisions of this Agreement shall prevail in the event of any conflict or inconsistency between such provisions and those of the Original Intellectual Property Security Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTOR:

~~SPINESMITH HOLDINGS, LLC~~

By: 
Name: Kevin Dunworth
Title: Chief Executive Officer

AGENT:

**BLUEARC MEZZANINE PARTNERS I, LP, as
Agent**

By: BlueArc Mezzanine GP, LLC,
its General Partner

By: _____
Name: O. Scott Barfield
Title: Manager

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTOR:

SPINESMITH HOLDINGS, LLC

By: _____

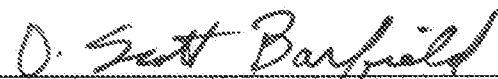
Name: Kevin Dunworth

Title: Chief Executive Officer

AGENT:

**BLUEARC MEZZANINE PARTNERS I, LP, as
Agent**

By: BlueArc Mezzanine GP, LLC,
its General Partner

By: 

Name: O. Scott Barfield

Title: Manager

EXHIBIT A

Copyrights

Description	Registration/Application Number	Registration/Application Date
	None	

EXHIBIT B

Patents

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
ANCHOR FOR BONE AND SOFT TISSUE							
UNITED STATES	50592-P035US	FCA	23 Oct 2013	14/061585	09 Feb 2016	9254186	ISSUED
ARTIFICIAL DISC WITH POST AND MODULAR COLLAR							
UNITED STATES	50592-P009US	OTH	10 Mar 2007	11/684810	22 Mar 2016	9289310	ISSUED
ARTIFICIAL DISC WITH UNIQUE ARTICULATING GEOMETRY AND ASSOCIATED METHODS							
UNITED STATES	50592-P002US	OTH	10 Mar 2007	11/664608	07 Jun 2016	9356121	ISSUED
AUTOGENOUS BONE COLLECTION AND DELIVERY SYSTEM							
UNITED STATES	50592-P058US	FCA	02 Jan 2003	10/335862	17 Apr 2007	7204610	ISSUED
UNITED STATES	50592-P058C1	CON	15 Apr 2007	11/735659	07 Jan 2014	8623553	ISSUED
AUTOMATED DEVICE FOR POINT-OF-CARE CELL PROCESSING							
UNITED STATES	50592-P038US	FCA	23 Oct 2013	14/061623			PUBLISHED
AUTOMATED WORK STATION FOR POINT-OF-CARE CELL AND BIOLOGICAL FLUID PROCESSING							
UNITED STATES	50592-P036US	FCA	23 Oct 2013	14/061597	11 Oct 2016	9463069	ISSUED
BONE GRAFT DELIVERY DEVICE							
UNITED STATES	50592-P025US	FCA	01 Nov 2012	13/666701	19 May 2015	9033994	ISSUED
BONE MARROW ASPIRATION DEVICE							
UNITED STATES	50592-P046US	FCA	23 Oct 2013	14/061535	22 Mar 2016	9289553	ISSUED
BONE MARROW ASPIRATION DEVICE							
UNITED STATES	50592-P044US	FCA	08 Mar 2015	14/642296	27 Nov 2016	10137227	ISSUED
CERVICAL IMPLANT WITH EXTERIOR FACE PLATE							
UNITED STATES	50592-P032US	CIP	16 Oct 2013	14/066730	02 Feb 2016	9246027	ISSUED
COLLAPSIBLE TWO-PIECE OLIF IMPLANT							
UNITED STATES	50592-P045US	FCA	11 Mar 2015	14/645272	28 Aug 2016	10058434	ISSUED
COMBINATION WOUND DRAIN AND SUBSTANCE-DELIVERY SYSTEM AND METHOD							
UNITED STATES	50592-P054US	OTH	05 May 2016	15/147823			PUBLISHED

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
COMPOSITE BONE GRAFT KIT							
UNITED STATES	50592-P017US	FCA	28 Jan 2012	13/360694	05 Jan 2015	8926899	ISSUED
UNITED STATES	50592-P017P1	CIP	05 Jan 2015	14/555779	15 Apr 2017	8923148	ISSUED
DEVICE AND METHOD FOR DELIVERING MECHANICALLY RELEASED CELLS FROM LIPOSUCTION ASPIRATES							
UNITED STATES	50592-P015US	FCA	04 Oct 2011	13/200910	20 Jan 2015	8636766	ISSUED
FACET FIXATION DEVICE							
UNITED STATES	50592-P034US	FCA	23 Oct 2013	14/081670	04 Oct 2015	9455904	ISSUED
FLUID CONCENTRATOR WITH REMOVABLE CARTRIDGE							
UNITED STATES	50592-P051US	OTH	07 Mar 2011	13/041852	21 Apr 2015	9011684	ISSUED
FLUID CONCENTRATOR, AUTOLOGOUS CONCENTRATED BODY FLUIDS, AND USES THEREOF							
CHINA	50592-P049WDCN	DCA	20 Jun 2008	2008801017182	19 Nov 2014	2008801017182	ISSUED
HONG KONG	50592-P049WDHK	CEG	20 Jun 2008	11100326.2	02 Oct 2015	1145899	ISSUED
UNITED STATES	50592-P049WUSC1	CON	02 Jul 2014	14/322735	02 Oct 2015	10086128	ISSUED
FLUID CONCENTRATOR							
UNITED STATES	50592-D050US	OTH	22 May 2009	29/337513	15 Feb 2011	D632201	ISSUED
EUROPEAN UNION (EUTM)	50592-D050EP	CEG	19 Nov 2009	001638321-0001	22 Jan 2010	001638321-0001	ISSUED
JAPAN	50592-D050JP	CEG	24 Nov 2009	2009027359	23 Apr 2010	1382691	ISSUED
UNITED STATES	50592-D050C1	CON	14 Feb 2011	29/385434	25 May 2012	D660975	ISSUED
FLUID CONCENTRATOR							
UNITED STATES	50592-P048US	FCA	22 Feb 2005	11/083142	08 Apr 2008	7354515	ISSUED
EUROPEAN PATENT CON	50592-P048WCEP	DCA	20 Apr 2005	06858823.7			PENDING
UNITED STATES	50592-P048C1	CON	31 Oct 2007	11/932125	22 Jun 2010	7745780	ISSUED
UNITED STATES	50592-P048D1	DIV	31 Oct 2007	11/932182	28 Sep 2010	7803279	ISSUED
UNITED STATES	50592-P048C2	CON	17 Jun 2010	12/817734	08 Sep 2011	8012351	ISSUED
UNITED STATES	50592-P048C3	CON	26 Aug 2011	13/219193	15 Apr 2014	8695905	ISSUED
FLUID MANAGEMENT CONNECTOR							
UNITED STATES	50592-D052US	OTH	21 Aug 2009	29/316085	13 Mar 2012	D655814	ISSUED
UNITED STATES	50592-D052D1	DIV	26 Jan 2012	29/411787	03 Jul 2012	D663024	ISSUED
UNITED STATES	50592-D052D2	DIV	26 Jan 2012	29/411790	30 Nov 2012	D671208	ISSUED
UNITED STATES	50592-D052D3	DIV	26 Jan 2012	29/411791	27 Nov 2012	D671639	ISSUED

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
---------	-------------	------	-------	----------	--------	----------	--------

FLUID MANAGEMENT CONNECTOR continued...

FLUID MANAGEMENT DEVICES AND METHODS

CHINA	50592-P047WDCN	DCA	21 Aug 2009	200960138840.1	09 Jul 2014	200960138840.1	ISSUED
JAPAN	50592-P047WOJP	DCA	21 Aug 2009	2011-523926	05 Sep 2014	5607623	ISSUED
UNITED STATES	50592-P047WOUS	DCA	21 Aug 2009	13/080195	08 Oct 2013	8551068	ISSUED
UNITED STATES	50592-P047WUSC1	OTH	20 Sep 2013	14/032469	05 Mar 2018	9907726	ISSUED

FUSION DEVICE AND ASSOCIATED METHODS

UNITED STATES	50592-P014US	FCA	12 Jul 2011	13/135675	28 Jan 2016	9241810	ISSUED
---------------	--------------	-----	-------------	-----------	-------------	---------	--------

FUSION METHODS USING AUTOLOGOUS STEM CELLS

UNITED STATES	50592-P006US	NEW	22 Oct 2007	11/876749	29 Mar 2016	9295564	ISSUED
---------------	--------------	-----	-------------	-----------	-------------	---------	--------

GRANULAR GRAFT HYDRATION AND DELIVERY SYSTEM

UNITED STATES	50592-P056V1	NEW	30 Aug 2018	52/724725			PENDING
---------------	--------------	-----	-------------	-----------	--	--	---------

IN VITRO PRODUCTION OF BONE-LIKE MATERIAL

UNITED STATES	50592-P024US	FCA	26 Aug 2012	13/594835	04 Jul 2017	9693873	ISSUED
---------------	--------------	-----	-------------	-----------	-------------	---------	--------

INTERBODY FUSION DEVICE AND ASSOCIATED METHODS

UNITED STATES	50592-P005US	OTH	06 Jun 2007	11/759219	25 Sep 2012	8273127	ISSUED
---------------	--------------	-----	-------------	-----------	-------------	---------	--------

INTERBODY FUSION DEVICE AND ASSOCIATED METHODS

UNITED STATES	50592-P016US	OTH	04 Oct 2011	13/200811	03 Dec 2013	8597353	ISSUED
---------------	--------------	-----	-------------	-----------	-------------	---------	--------

INTERBODY FUSION DEVICE AND ASSOCIATED METHODS

UNITED STATES	50592-P023US	OTH	06 Sep 2013	14/020374	20 Oct 2015	9161841	ISSUED
---------------	--------------	-----	-------------	-----------	-------------	---------	--------

INTERBODY FUSION DEVICE WITH LIPPED ANTERIOR PLATE AND ASSOCIATED METHODS

UNITED STATES	50592-P019US	FCA	27 Apr 2012	13/506566	31 Jul 2018	10034764	ISSUED
---------------	--------------	-----	-------------	-----------	-------------	----------	--------

INTERBODY FUSION DEVICE WITH SEPARABLE RETENTION COMPONENT FOR LATERAL APPROACH AND ASSOCIATED METHODS

UNITED STATES	50592-P021US	FCA	02 Nov 2012	13/988037	13 Mar 2018	9913732	ISSUED
---------------	--------------	-----	-------------	-----------	-------------	---------	--------

INTERBODY FUSION DEVICE WITH SNAP ON ANTERIOR PLATE AND ASSOCIATED METHODS

UNITED STATES	50592-P020US	CIP	27 Apr 2012	13/506565	25 Aug 2015	9114023	ISSUED
---------------	--------------	-----	-------------	-----------	-------------	---------	--------

INTERBODY FUSION DEVICE, INTEGRAL RETENTION DEVICE, AND ASSOCIATED METHODS

UNITED STATES	50592-P051US	FCA	23 Jan 2008	12/018703	05 Aug 2014	8795373	ISSUED
---------------	--------------	-----	-------------	-----------	-------------	---------	--------

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
INTERBODY FUSION DEVICE							
UNITED STATES	50592-P033US	CIP	16 Oct 2013	14/055736	01 Jan 2019	10166115	ISSUED
LIPOASPIRATE STEM CELL SEPARATION SYSTEM AND METHODS THEREOF							
UNITED STATES	50592-P018US	FCA	30 Apr 2012	13/506595	31 Jul 2018	15035118	ISSUED
LOCKING MECHANISMS AND ASSOCIATED METHODS							
UNITED STATES	50592-P007US	FCA	07 Mar 2008	12/044196	11 Nov 2014	8882813	ISSUED
MESENCHYMAL CELL-BASED SOFT FUSION AS A BIOLOGICAL INTERVERTEBRAL DISC REPLACEMENT							
UNITED STATES	50592-P037US	FCA	23 Oct 2013	14/051817	18 Apr 2017	9622980	ISSUED
METHODS AND DEVICES FOR OBTAINING AND PROVIDING COMBINATION CELL THERAPY							
UNITED STATES	50592-P028US	FCA	08 Oct 2013	14/049028	07 Jun 2016	9358255	ISSUED
SCREW RETENTION MECHANISM FOR SCREW DRIVERS							
UNITED STATES	50592-P041US	FCA	15 Mar 2014	14/214845	28 Jun 2016	9375930	ISSUED
SURGICAL IMPLANT SECURED BY PEGS AND ASSOCIATED METHODS							
UNITED STATES	50592-P004US	OTH	10 Mar 2007	11/684611			ALLOWED
SYSTEM AND METHOD OF TREATMENT OF BONE LESIONS							
UNITED STATES	50592-P053US	OTH	16 Nov 2015	14/942853			PUBLISHED
TISSUE COLLECTION AND DIVERTIBLE SUCTION VALVE							
UNITED STATES	50592-P055US	OTH	05 May 2016	15/147603	19 Mar 2019	10232096	ISSUED
TREATMENT OF SKELETAL VOIDS WITH IMPLANTABLE SUBSTRATE HYDRATED WITH BONE MARROW CONCENTRATE							
UNITED STATES	50592-P046US	OTH	23 Oct 2015	14/921826	22 Jan 2019	15183295	ISSUED
UNITED STATES	50592-P046P1	CIP	30 May 2016	15/168199			PUBLISHED

EXHIBIT C

Trademarks

COUNTRY	REFERENCE #	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
CELLING				
UNITED STATES	50592/K001US	25 Feb 2009 77/678216	10 Jul 2012 4171994	REGISTERED 044
CELLING TECHNOLOGIES				
UNITED STATES	50592/K003US	25 Feb 2009 77/678190	02 Nov 2010 3871108	REGISTERED 044
CIMPLICITY				
UNITED STATES	50592/K004US	03 Jun 2009 77/486283	23 Jun 2015 4760458	REGISTERED 010
UNITED STATES	50592/K005US	27 Jun 2007 77/216762	16 Jul 2013 4366746	REGISTERED 010
DISCTORATION				
UNITED STATES	50592/K010US	22 Jan 2013 85/828887	16 Aug 2016 5022767	REGISTERED 044
FUSIONARY				
UNITED STATES	50592/K014US	09 Oct 2007 77/269890	12 Jan 2010 3737480	REGISTERED 044
SOLUM IV				
UNITED STATES	50592/K007US	22 Jan 2013 85/828832	09 Dec 2014 4663453	REGISTERED 010
SPINE SMITH (and Design)				
UNITED STATES	50592/K012US	12 Oct 2006 78/731617	19 Sep 2006 3145259	REGISTERED 010
SPINESMITH				
UNITED STATES	50592/K011US	17 Sep 2012 85/730684	07 May 2013 4332016	REGISTERED 010
VISUALIF				
UNITED STATES	50592/K013US	06 Nov 2009 77/957376	07 Dec 2010 3897762	REGISTERED 010

EXHIBIT D

Mask Works

Description	Registration/Application Number	Registration/Application Date
	None	