

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospira PainCare, Inc.		09/01/2020	Corporation: DELAWARE
Prospira Florida LLC		09/01/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4351704	PROSPIRA PAINCARE	
Registration Number:	4644908		
Registration Number:	5069973	LET'S DANCE!	
Registration Number:	3677929	NPI	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	kmartini@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	KATHLEEN A. MARTINI/JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 4:	CLEVELAND, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	741887-600096		
NAME OF SUBMITTER:	KATHLEEN A. MARTINI		
SIGNATURE:	/KATHLEEN A. MARTINI/		
DATE SIGNED:	09/01/2020		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 1, 2020, by Prospira PainCare, Inc., a Delaware corporation and Prospira Florida LLC, a Florida limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of Citizens Bank, N.A., in its capacity as administrative agent pursuant to the First Lien Credit Agreement (as defined in the First Lien Guarantee and Collateral Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, each Grantor is party to a First Lien Guarantee and Collateral Agreement dated as of June 2, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Guarantee and Collateral Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Guarantee and Collateral Agreement and used herein have the meaning given to them in the First Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of such Grantor: all Trademarks of such Grantor, including without limitation, those Trademarks listed on Schedule I attached hereto.

SECTION 3. The First Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the First Lien Guarantee and Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the First Lien Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

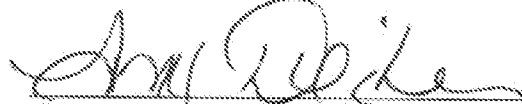
[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

PROSPIRA PAINCARE, INC.

By: 
Name: Amy Dilcher
Title: Vice President, General Counsel & Secretary

PROSPIRA FLORIDA LLC

By: 
Name: Amy Dilcher
Title: Vice President, General Counsel & Secretary

CITIZENS BANK, N.A.,
as Administrative Agent

By: Aman Patel
Name: Aman Patel
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007038 FRAME: 0866

**Schedule I
Trademark Registrations**

Trademark / Service Mark	Owner	Reg. Date	Reg. No.
PROSPIRA PAINCARE, INC.	Prospira PainCare, Inc.	6/11/2013	4351704
Prospira PainCare (DESIGN)	Prospira PainCare, Inc.	11/25/2014	4644908
"LET'S DANCE"	Prospira PainCare, Inc.	10/25/2016	5069973
NPI	Prospira Florida LLC	9/1/2009	3677929

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RECORDED: 09/01/2020

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