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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM616446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, National Association	FORMERLY Fifth Third Bank	12/18/2020	National Banking Association:

### **RECEIVING PARTY DATA**

Name:	Gizmo Medical, LLC	
Street Address:	13951 South Quality Drive	
City:	Huntley	
State/Country: ILLINOIS		
Postal Code: 60142		
Entity Type: Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77771414	GIZMO MEDICAL

### **CORRESPONDENCE DATA**

**Fax Number:** 3035923140

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:** 303.592.3128

**Email:** genevieve.reed@bartlitbeck.com

Correspondent Name: Genevieve Reed

Address Line 1: Bartlit Beck LLP. 1801 Wewatta Street

Address Line 2: Suite 1200

Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Josh Slattery
SIGNATURE:	/Josh Slattery/
DATE SIGNED:	12/23/2020

### **Total Attachments: 5**

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### RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release"), dated as of December 18, 2020 is made by FIFTH THIRD BANK, NATIONAL ASSOCIATION (formerly known as Fifth Third Bank, an Ohio banking corporation and successor in interest to MB Financial Bank, N.A., a national banking association, for itself and as agent for each affiliate of Fifth Third Bancorp) ("Secured Party"), and is as follows:

WHEREAS, LIFE SPINE, INC., a Delaware corporation ("<u>Life Spine</u>") and GIZMO MEDICAL, LLC, a Delaware limited liability ("<u>Gizmo</u>; and, together with Life Spine, collectively "<u>Debtor</u>"), and Secured Party are parties to that certain Trademark Security Agreement, dated as of October 25, 2016, which was recorded with the United States Patent and Trademark Office on October 26, 2015 in its records at Reel 5908, Frame 0516 (the "<u>Agreement</u>"); capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to the Secured Party a security interest in all of each Debtor's right, title and interest in and to all of its Trademark Collateral, including, without limitation: (a) all of each Debtor's right, title and interest in and to all of its now or in the future owned or existing Trademarks listed on Schedule I of the Agreement (attached hereto and made a part hereof as Schedule I); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of each Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the Trademark Licenses; and (g) together in each case with the goodwill of each Debtor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, Secured Party hereby releases and terminates (i) its security interest and other rights in, to and under the Trademark Collateral and (ii) any and all other rights it may have under the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

FIFTH THIRD BANK, NATIONAL ASSOCIATION

Name: Josh Slattery
Title: Vice President

# SCHEDULE I

# **U.S. Trademarks**

Owner: Life Spine, Inc., a Delaware corporation

Ref	Mark	Serial Number	Filing Date	Registration Number	Registration Date
1.	ROGUE	88594790	08/27/2019	None	None
2.		87743649	01/04/2018	5573873	10/02/2018
3.	OSTEO-LINE	87425913	04/26/2017	5456992	05/01/2018
4.	TIBOW	87293820	01/09/2017	5460012	05/01/2018
5.	CALYPSO	87293726	01/09/2017	5460011	05/01/2018
6.	PULSE	87976578	04/14/2016	5430137	03/20/2018
7.	SIMPACT	87238630	11/16/2016	5429320	03/20/2018
8.	SENTRY	87008893	04/21/2016	5287238	09/12/2017
9.	EMPIRE	87196162	10/07/2016	5252490	07/25/2017
10.	GRUVE	86820472	11/14/2015	5096970	12/06/2016
11.	LONGBOW	86767329	09/24/2015	5096821	12/06/2016
12.	CENTERLINE	86695134	07/16/2015	5120399	01/10/2017
13.	OSSEO-LOC	86686615	07/08/2015	5023889	08/16/2016
14.	TARSA-LINK	86504536	01/15/2015	4956908	05/10/2016
15.	CENTRIC MEDICAL	86504149	01/15/2015	5041952	09/13/2016
16.	COMPEL	86281901	05/15/2014	4905739	02/23/2016
17.	META-LINK	86280885	05/14/2014	4701435	03/10/2015
18.	CELL-LINK	86212167	03/05/2014	4956394	05/10/2016
19.	AMNIO-LINK	86211917	03/05/2014	4956393	05/10/2016
20.	OSTEO-LINK	86169780	01/20/2014	4642572	11/18/2014
21.	AILERON	85386322	08/01/2011	4219137	10/02/2012
22.	NAUTILUS	85318013	05/11/2011	4218839	10/02/2012
23.	PRO-LINK	85308068	04/29/2011	4144136	05/15/2012
24.	IRIS	85833940	01/28/2013	4452555	12/17/2013
25.	LOGIC	85828063	01/21/2013	4512131	04/08/2014
26.	VANQUISH	85386366	08/01/2011	4444268	12/03/2013
27.	CONQUEST	78524841	11/30/2004	3319682	10/23/2007
28.	NEO	78874510	05/02/2006	3436039	05/27/2008
29.	PLATEAU	78890013	05/23/2006	3249289	06/05/2007
30.	GHOST	78858783	04/11/2006	3208556	02/13/2007
31.	PROLIFT	78854668	04/05/2006	3302056	10/02/2007
32.	ARX	78524849	11/30/2004	3108813	06/27/2006
33.	PILOT	78524846	11/30/2004	3103274	06/13/2006
34.	DYNA-LINK	77513261	07/02/2008	3674186	08/25/2009

Ref	Mark	Serial	Filing Date	Registration	Registration
		Number		Number	Date
35.	SOLSTICE	77879072	11/23/2009	3852646	09/28/2010
36.	SOLSTICE	77837069	09/29/2009	3809813	06/29/2010
37.	PRESIDIO	77836966	09/29/2009	3809812	06/29/2010
38.	CENTRIC	77825844	09/14/2009	3955440	05/03/2011
39.	AVATAR	77819690	09/03/2009	3809692	06/29/2010
40.	FS3	77799509	08/07/2009	3813205	07/06/2010
41.	SATURN	77328921	11/14/2007	3648289	06/30/2009
42.	DESIGNS FOR LIFE	77287166	09/24/2007	3558579	01/06/2009
43.	LYNX	77358914	12/23/2007	3484134	08/12/2008
44.	LIFE SPINE	76567609	12/30/2003	3159396	10/17/2006
45.	KINETIC	76567608	12/30/2003	2985956	08/16/2005

# $\underline{U.S.\ Trademarks}$

Owner: Gizmo Medical, LLC, a Delaware limited liability company

**RECORDED: 12/23/2020** 

Ref	Mark	Serial Number	Filing Date	Registration Number	Registration Date	Liens / Sec. Interest
1.	GIZMO MEDICAL	77771414	06/30/2009	3935068	03/22/2011	1, 2