

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benvenue (assignment for the benefit of creditors), LLC		12/14/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Spinal Elements, Inc.		
Street Address:	3115 Melrose Drive, Suite 200		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92010		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88320555	CUTLASS	
Serial Number:	88642389	SUREGUIDE	
Serial Number:	88320361	ORBIT	
Serial Number:	87261925	GUARDRAIL	
Registration Number:	4983444	LUNA	
Registration Number:	3861582	BENVENUE MEDICAL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	patents@spinalelements.com		
Correspondent Name:	Spinal Elements, Inc.		
Address Line 1:	3115 Melrose Drive, Suite 200		
Address Line 4:	Carlsbad, CALIFORNIA 92010		
NAME OF SUBMITTER:	Greg Bradford		
SIGNATURE:	/Greg Bradford/		
DATE SIGNED:	01/06/2021		
Total Attachments: 3			

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EXHIBIT 9.1 (d)

Trademark Assignment Agreement

This Trademark Assignment Agreement (the “**Assignment**”) is made as of December 14, 2020 (the “**Effective Date**”), by and between Benvenue (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Benvenue Medical, Inc. (the “**Seller**”), and Spinal Elements, Inc., a Delaware corporation (the “**Buyer**”). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of November 30, 2020, by and between Seller and Buyer (the “**Asset Purchase Agreement**”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, assign, transfer and convey to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and the trademark rights and copyrights throughout the world, including, without limitation, any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, and set forth in **Schedule A** hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as “**Marks**”), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller’s right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey to Buyer, and Buyer hereby accepts the sale, assignment, transfer and conveyance of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

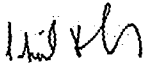
5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

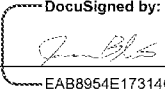
**Benvenue (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of Benvenue Medical, Inc.**

By: 

Name: Michael A. Maily

Title: Manager

Spinal Elements, Inc.

By: 

Name: Jason Blain

Title: President and Chief Executive Officer

Schedule A***Trademarks***

Item #	Owner of Record	Registration Jurisdiction	Registration number	Application Number	Filing date	Status	Registered on	Due date
Benvenue Medical	BMI	USA	3861582	77674641	2/20/2009	Registered	10/12/2010	4/12/2021
Benvenue Medical	BMI	EU	8211765	8211765	4/10/2009	Registered	11/3/2009	4/10/2029
Benvenue Medical	BMI	Canada	TM781214	1432898	3/30/2009	Registered	10/29/2010	10/29/2025
Guardrail	BMI	USA	5822198	87261925	12/8/2016	Registered	7/30/2019	7/30/2029
Luna	BMI	USA	4983444	85748194	10/8/2012	Registered	6/21/2016	6/21/2026
Surguide	BMI	USA		88642389	10/4/2019	Pending		10/21/2020
Orbit	BMI	USA		88320361	2/28/2019	Pending		9/14/2020
Cutlass	BMI	USA		88320555	2/28/2019	Pending		11/19/2020