

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630536

| | | | |
|----------------------------------------------|-------------------------------------|-------------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ATHYRIUM OPPORTUNITIES III ACQUISITION LP | | 03/08/2021 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CENTINEL SPINE, LLC | | |
| Street Address: | 505 PARK AVENUE, 14th FLOOR | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 73688760 | SURGICRAFT | |
| Serial Number: | 85412853 | STALIF | |
| Serial Number: | 77335083 | STALIF C | |
| Serial Number: | 77874913 | STALIF MIDLINE | |
| Serial Number: | 77874916 | LUMEN LOCKING | |
| Serial Number: | 76696863 | NO PROFILE | |
| Serial Number: | 85274726 | ABO | |
| Serial Number: | 86675801 | CENTINEL SPINE | |
| Serial Number: | 86755577 | ALTOS | |
| Serial Number: | 86510378 | SYNCHRONY | |
| Serial Number: | 86615022 | STALIF-O | |
| Serial Number: | 86615036 | O-LINE | |
| Serial Number: | 87156549 | CENTINEL SPINE COMPLETE | |
| Serial Number: | 87258338 | TI-ACTIVE | |
| Serial Number: | 87258345 | MIDLINE II | |
| Serial Number: | 74364701 | PRODISC | |
| Serial Number: | 76568192 | PRODISC | |
| CORRESPONDENCE DATA | | | |
| TRADEMARK | | | |

CH \$440.00 73688760

Fax Number: 7209047660

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: 6173105207

Email: morrism@gtlaw.com

Correspondent Name: ROBERT LAZAR, GREENBERG TRAURIG, LLP

Address Line 1: ONE INTERNATIONAL PLACE, SUITE 2000

Address Line 4: BOSTON, MASSACHUSETTS 02110

| | |
|---------------------------|----------------|
| NAME OF SUBMITTER: | MARILYN MORRIS |
|---------------------------|----------------|

| | |
|-------------------|------------------|
| SIGNATURE: | /MARILYN MORRIS/ |
|-------------------|------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 03/08/2021 |
|---------------------|------------|

Total Attachments: 10

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**TERMINATION AND RELEASE OF SECURITY INTEREST
NOTICE IN PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST NOTICE IN PATENTS**, dated as of March 8, 2021 (“Release”), is made by Athyrium Opportunities III Acquisition LP, as Administrative Agent (“Administrative Agent”) in favor of Centinel Spine, LLC, a Delaware limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Security Agreement dated as of December 19, 2017 (as amended, modified, restated or supplemented from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in and to all Patents, including the patents and patent applications listed on Schedule A attached hereto (collectively, “Patent Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Patents recorded at the United States Patent and Trademark Office (“USPTO”) on December 19, 2017 at Reel 044909 Frame 0412 and correctively re-recorded on March 6, 2019 at Reel 049012 Frame 0168 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the Notice on the Patent Collateral, including the patents and patent applications listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release granted herein expressly does not include a release of the security interest granted pursuant to the Promissory Note dated as of March 8, 2021 (as amended, modified, restated or supplemented from time to time) by and among the Grantor, Athyrium Opportunities III Acquisition LP, in its capacity as collateral agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest Notice in Patents to be duly executed as of the date first set forth above.

Administrative Agent:

Athyrium Opportunities III Acquisition LP,
as Administrative Agent

By: Rashida Adams
Name: Rashida Adams
Title: Authorized Signatory

Schedule A
Centinel Spine
U.S. Patents

| Territory / Type | Application Number | Filing Date | Patent Number |
|-------------------------|--------------------------------------|--------------------|----------------------|
| U.S. | 61/259,391 | 11/9/2009 | n/a |
| U.S. | 12/941,289 | 11/8/2010 | 9,066,815 |
| U.S. | 14/754,919 | 6/30/2015 | 9,468,534 |
| U.S. | 15/296,429 | 10/18/2016 | |
| PCT | PCT/US2010/055825 | 11/8/2010 | n/a |
| U.S. | 61/259,471 | 11/9/2009 | n/a |
| U.S. | 12/941,190 | 11/8/2010 | 8,870,961 |
| U.S. | 14/524,924 | 10/27/2014 | |
| PCT | PCT/US2010/055822 | 11/8/2010 | n/a |
| U.S. | 61/259,401 | 11/9/2009 | n/a |
| U.S. | 12/941,193 | 11/8/2010 | 8,894,708 |
| U.S. | 14/551,858 | 11/24/2014 | 9,233,010 |
| U.S. | 14/870,437 | 9/30/2015 | |
| PCT | PCT/US2010/055811 | 11/8/2010 | n/a |
| U.S. | 61/259,605 | 11/9/2009 | n/a |
| U.S. | 12/941,213 | 11/8/2010 | 9,078,701 |
| U.S. | 14/798,352 | 7/13/2015 | 9,592,081 |
| U.S. | 11/938,476 | 11/12/2007 | 8,728,165 |
| U.S. | 14/282,315 | 5/20/2014 | |
| U.S. | 60/798,895 | 5/9/2006 | n/a |
| U.S. | 11/746,329 | 5/9/2007 | 8,529,626 |
| U.S. | 14/022,354 | 9/10/2013 | |
| U.S. | 61/793,847 | 3/15/2013 | n/a |
| U.S. | 14/215,718 | 3/17/2014 | 9,566,166 |
| U.S. | 15/428,601 | 2/9/2017 | |
| PCT | PCT/US2014/030251 | 3/17/2014 | n/a |
| U.S. | 62/145,161 | 4/9/2015 | n/a |
| U.S. | 15/094,868 | 4/8/2016 | |
| PCT | PCT/US2016/026806 | 4/8/2016 | |
| U.S. | 62/525,071 (corrected to 62/575,071) | 10/20/2017 | n/a |
| US | 10/947,661 | 9/23/2004 | 7,763,024 |
| US | 11/575,790 | 11/17/2008 | 9,216,024 |
| US | 14/643,287 | 3/10/2015 | 9,387,086 |
| US | 15/182,163 | 6/14/2016 | |
| US | 12/375,071 | 11/20/2009 | 8,998,990 |
| US | 10/018,402 | 6/12/2002 | 6,936,071 |
| US | 10/998,951 | 11/30/2004 | 8,506,634 |
| US | 11/185,781 | 7/21/2005 | 8,974,530 |
| US | 11/766,182 | 6/21/2007 | 8,795,371 |

| Territory / Type | Application Number | Filing Date | Patent Number |
|-------------------------|---------------------------|--------------------|----------------------|
| US | 13/777,076 | 2/26/2013 | 8,882,839 |
| US | 14/605,055 | 1/26/2015 | 9,526,624 |
| US | 90/009,542 | 7/24/2009 | |
| US | 90/010,655 | 8/24/2009 | |
| US | 11/669,273 | 1/31/2007 | 8,105,381 |
| US | 13/347,461 | 1/10/2012 | 8,579,978 |
| US | 14/063,389 | 10/25/2013 | 9,084,682 |
| US | 14/793,130 | 7/7/2015 | 9,585,763 |
| US | 10/318,078 | 12/13/2002 | 7,204,852 |
| US | 15/433,029 | 2/15/2017 | |
| US | 13/081,541 | 4/7/2011 | 9,301,853 |
| US | 14/470,992 | 8/28/2014 | 9,333,088 |
| US | 15/098,897 | 4/14/2016 | |
| US | 12/757,443 | 4/9/2010 | 8,858,636 |
| US | 11/337,388 | 1/23/2006 | 7,867,279 |
| US | 10/947,660 | 9/23/2004 | 7,547,309 |
| US | 10/070,823 | 7/15/2002 | 7,118,580 |
| US | 13/960,104 | 8/6/2013 | 8,876,836 |
| US | 11/512,327 | 8/30/2006 | 8,535,326 |
| US | 11/743,992 | 5/3/2007 | 8,419,742 |
| US | 11/744,013 | 5/3/2007 | 8,663,229 |
| US | 14/151,932 | 1/10/2014 | |
| US | 10/423,879 | 4/28/2003 | 7,491,204 |
| US | 12/878,101 | 9/9/2010 | 8,349,017 |
| US | 10/622,535 | 7/21/2003 | 7,803,162 |
| US | 14/995,389 | 1/14/2016 | 9,717,511 |
| US | 15/642,463 | 7/06/2017 | |
| US | 13/679,486 | 11/16/2012 | 9,254,139 |
| US | 12/375,710 | 10/2/2009 | 8,337,500 |

**TERMINATION AND RELEASE OF SECURITY INTEREST
NOTICE IN PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST NOTICE IN PATENTS**, dated as of March 8, 2021 (“Release”), is made by Athyrium Opportunities III Acquisition LP, as Administrative Agent (“Administrative Agent”) in favor of Centinel Spine, LLC, a Delaware limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Security Agreement dated as of December 19, 2017 (as amended, modified, restated or supplemented from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in and to all Patents, including the patents and patent applications listed on Schedule A attached hereto (collectively, “Patent Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Patents recorded at the United States Patent and Trademark Office (“USPTO”) on March 6, 2019 at Reel 048518 Frame 0092 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the Notice on the Patent Collateral, including the patents and patent applications listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release granted herein expressly does not include a release of the security interest granted pursuant to the Promissory Note dated as of March 8, 2021 (as amended, modified, restated or supplemented from time to time) by and among the Grantor, Athyrium Opportunities III Acquisition LP, in its capacity as collateral agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest Notice in Patents to be duly executed as of the date first set forth above.

Administrative Agent:

Athyrium Opportunities III Acquisition LP,
as Administrative Agent

By: Rashida Adams
Name: Rashida Adams
Title: Authorized Signatory

Schedule A
Centinel Spine
U.S. Patents

| Territory / Type | Application Number | Filing Date | Patent Number |
|-----------------------------|---------------------------|--------------------|----------------------|
| U.S. | 16/165,934 | 10/19/2018 | n/a |
| U.S. | PCT/US2018/056782 | 10/19/2018 | n/a |

**TERMINATION AND RELEASE OF SECURITY INTEREST
NOTICE IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST NOTICE IN TRADEMARKS**, dated as of March 8, 2021 (“Release”), is made by Athyrium Opportunities III Acquisition LP, as Administrative Agent (“Administrative Agent”) in favor of Centinel Spine, LLC, a Delaware limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Security Agreement dated as of December 19, 2017 (as amended, modified, restated or supplemented from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on December 19, 2017 at Reel 6233 Frame 0257 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the Notice on the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release granted herein expressly does not include a release of the security interest granted pursuant to the Promissory Note dated as of March 8, 2021 (as amended, modified, restated or supplemented from time to time) by and among the Grantor, Athyrium Opportunities III Acquisition LP, in its capacity as collateral agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest Notice in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Athyrium Opportunities III Acquisition LP,
as Administrative Agent

By: Rashida Adams
Name: Rashida Adams
Title: Authorized Signatory

Schedule A
Centinel Spine
U.S. Trademarks

| Mark | Serial Number | Registration Number |
|-------------------------|----------------------|----------------------------|
| SURGICRAFT | 73/688,760 | 1,532,865 |
| STALIF | 85/412,853 | 4,170,623 |
| STALIF C | 77/335,083 | 3,680,564 |
| STALIF MIDLINE | 77/874,913 | 4,003,160 |
| LUMEN LOCKING | 77/874,916 | 4,006,837 |
| NO PROFILE | 76/696,863 | 3,868,807 |
| ABO | 85/274,726 | 4,044,714 |
| CENTINEL SPINE | 86/675,801 | 4,981,375 |
| ALTOS | 86/755,577 | 5,142,671 |
| SYNCHRONY | 86/510,378 | |
| STALIF-O | 86/615,022 | |
| O-LINE | 86/615,036 | |
| CENTINEL SPINE COMPLETE | 87/156,549 | |
| TI-ACTIVE | 87/258,338 | |
| MIDLINE II | 87/258,345 | 5,342,887 |
| PRODISC | 74/364,701 | 1,828,186 |
| PRODISC & Design | 76/568,192 | 3,283,354 |