

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spinal Kinetics LLC,		04/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Assistant		
Street Address:	10 South Dearborn, Floor L2S		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3547447	M6	
Registration Number:	3643487	M6C	
Registration Number:	3764789	M6L	
Registration Number:	3131149	MOTION FOR LIFE	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	58437.4		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	04/22/2021		

CH \$115.00 3547447

Total Attachments: 5

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April 20, 2021

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

WHEREAS, Spinal Kinetics LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Second Amended and Restated Pledge and Security Agreement dated as of October 25, 2019 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain affiliates of Grantor, and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all Secured Obligations;

WHEREAS, in connection with the Security Agreement, Grantor executed and delivered to Secured Party that certain Trademark Security Agreement, dated as of October 25, 2019, which has been recorded in Reel 6780, Frame 0930 with the United States Patent and Trademark Office (the "Existing Trademark Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all extensions and renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) (a) any and all licensing agreements or similar arrangements in and to its Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof (the "Licenses"), each of which is set forth herein on Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and

records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Amended and Restated Trademark Security Agreement (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is an amendment and restatement of, but not a release, novation, extinguishment, discharge or satisfaction of any indebtedness, liabilities, obligations, security interests or Liens of, the Existing Trademark Security Agreement. Grantor affirms and ratifies its grant of a security interest, pledge and assignment in the Existing Trademark Security Agreement and agrees that the security interests and Liens created by the Existing Trademark Security Agreement in the Collateral shall remain valid, binding, and enforceable security interests and Liens in favor of the Administrative Agent, for itself and the benefit of the other Secured Parties, but shall hereafter be governed by this Agreement that amends and restates the Existing Trademark Security Agreement in its entirety. This Agreement is not intended as, and shall not be construed as, a release, novation, extinguishment, discharge or satisfaction of any indebtedness, liabilities, obligations, security interests or Liens granted or any obligation of Grantor pursuant to the Existing Trademark Security Agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

SPINAL KINETICS LLC

By: 

Name: Douglas C. Rice


Title: Chief Financial Officer and Treasurer

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 007267 FRAME: 0092



SECURED PARTY:

JPMORGAN CHASE BANK, N.A., as administrative agent

By: 
Name: David Hyman
Title: Authorized Officer

Schedule 1
to Amended and Restated Trademark
Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark/Name	Design (if applicable)	Country/Status	Goods/Services	Owner	App. No./Reg. No.
M6		United States Renewed, December 16, 2018 Int'l Class: 10 First Use: November 16, 2007 Filed: February 20, 2007 Registered: December 16, 2008 Last Renewal: December 16, 2018	Int'l Class: 10 (Int'l Class: 10) surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Spinal Kinetics LLC	RN: 3547447 SN: 77111841
M6C and Design		United States Renewed, June 23, 2019 Int'l Class: 10 First Use: September 2, 2008 Filed: December 15, 2008 Registered: June 23, 2009 Last Renewal: June 23, 2019	Int'l Class: 10 (Int'l Class: 10) surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Spinal Kinetics LLC	RN: 3643487 SN: 77633480
M6L and Design		United States Renewed, March 23, 2020 Int'l Class: 10 First Use: March 10, 2009 Filed: December 1, 2008 Registered: March 23, 2010 Last Renewal: March 23, 2020	Int'l Class: 10 (Int'l Class: 10) surgical implants for the spine comprising intervertebral disc prostheses; surgical instruments for use in spinal surgery	Spinal Kinetics LLC	RN: 3764789 SN: 77624159
MOTION FOR LIFE		United States Renewed, August 15, 2016 Int'l Class: 10 First Use: November 1, 2005 Filed: February 22, 2005 Registered: August 15, 2006 Last Renewal: August 15, 2016	Int'l Class: 10 (Int'l Class: 10) spinal implants, namely, intervertebral disc prostheses and surgical instruments for the implantation thereof, and related instructional materials and documentation provided therewith	Spinal Kinetics LLC	RN: 3131149 SN: 78572417