

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacon Orthopaedic Partners Parent, LLC		12/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Agent		
Street Address:	430 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2261387	BEACON ORTHOPAEDICS & SPORTS MEDICINE	
Serial Number:	88753880	OA ORTHOALLIANCE	
Serial Number:	88753891	ORTHOALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	8602402700		
<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:	8602402755		
Email:	derek.wayne@morganlewis.com		
Correspondent Name:	Derek Wayne		
Address Line 1:	Morgan, Lewis & Bockius LLP		
Address Line 2:	One State Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Derek Wayne		
SIGNATURE:	/s/ Derek Wayne		
DATE SIGNED:	12/20/2021		
Total Attachments: 5			
source=CAM - Beacon - AR Trademark Security Agreement (Executed)#page1.tif			

OP \$90.00 2261387

source=CAM - Beacon - AR Trademark Security Agreement (Executed)#page2.tif

source=CAM - Beacon - AR Trademark Security Agreement (Executed)#page3.tif

source=CAM - Beacon - AR Trademark Security Agreement (Executed)#page4.tif

source=CAM - Beacon - AR Trademark Security Agreement (Executed)#page5.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 20, 2021, is made by **BEACON ORTHOPAEDIC PARTNERS PARENT, LLC**, a Delaware limited liability company (“Holdings”), as Grantor (together with each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a “Grantor” and collectively, the “Grantors”), in favor of **CHURCHILL AGENCY SERVICES LLC** (“Churchill”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of December 20, 2021 (as amended, restated or supplemented from time to time, the “Loan Agreement”), by and among **BEACON ORTHOPAEDIC PARTNERS MSO, LLC**, a Delaware limited liability company (“Beacon MSO”), **Holdings**, **BEACON ORTHOPAEDIC PARTNERS HOLDCO, LLC**, a Delaware limited liability company (“Intermediate Holdings”), **BEACON ORTHOPAEDICS SURGERY CENTER, LLC**, an Ohio limited liability company (“Beacon ASC”), any other Guarantor from time to time a party hereto (collectively with **Holdings**, **Intermediate Holdings**, and **Beacon ASC**, individually and collectively, “Guarantor”), the financial institution(s) listed on the signature pages thereof and their respective successors and Eligible Assignees (each individually a “Lender” and collectively “Lenders”) and **Churchill**, for itself as Agent and for the benefit of the Lenders, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders to make their respective extensions of credit to Borrower in accordance with the Loan Agreement, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto (except for Excluded Assets);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 8. Amendment and Restatement. This Amended and Restated Trademark Security Agreement shall become effective on the date set forth above and shall amend and restate and supersede all provisions of those certain Trademark Security Agreements, dated as of July 19, 2019 and December 23, 2020 between Grantor and Administrative Agent, as of each date set forth above.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**BEACON ORTHOPAEDIC PARTNERS
PARENT, LLC**

By Andy Blankemeyer

Name: Andrew Blankemeyer

Title: Chief Executive Officer

ACCEPTED AND AGREED

as of the date first above written:

CHURCHILL AGENCY SERVICES LLC,

as Agent

A handwritten signature in black ink, appearing to read 'ML' followed by a stylized flourish.

By _____

Name: Mathew Linett

Title: Senior Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

1. TRADEMARK APPLICATIONS

Mark	Owner	Filing Jurisdiction	Registration Date	Registration Number
BEACON ORTHOPAEDICS & SPORTS MEDICINE	Beacon Orthopaedic Partners MSO, LLC	US	July 13, 1999	2261387
OA ORTHOALLIANCE	Beacon Orthopaedic Partners Parent, LLC	US	January 10, 2020	88753880
ORTHOALLIANCE	Beacon Orthopaedic Partners Parent, LLC	US	January 10, 2020	88753891