

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM742123

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PANORAMA ORTHOPEDICS AND SPINE CENTER, INC.		07/18/2022	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITAL ONE, NATIONAL ASSOCIATION, as Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 1000		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90294133	FEEL BETTER. DO MORE.	
<b>Serial Number:</b>	90294110	ORTHOPEDICS REIMAGINED	
<b>Serial Number:</b>	75862909	PANORAMA	
<b>Serial Number:</b>	90093045	PANORAMA ORTHOPLUS	
<b>Serial Number:</b>	90294097	REIMAGINING ORTHOPEDICS	
<b>Serial Number:</b>	90294120	RIGHT CARE. RIGHT TIME. RIGHT PRICE.	
<b>Serial Number:</b>	97127034	WE'RE ON TEAM YOU	
<b>Serial Number:</b>	97428591	DME EVOLUTION DURABLE MEDICAL EQUIPMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3127646944		
<b>Email:</b>	TMaloney@KSLaw.com		
<b>Correspondent Name:</b>	Timothy Maloney		
<b>Address Line 1:</b>	110 North Wacker Drive, Suite 3800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	C/M: 17392.515236		
<b>NAME OF SUBMITTER:</b>	Timothy Maloney		

CH \$215.00 90294133

<b>SIGNATURE:</b>	/Timothy Maloney/
<b>DATE SIGNED:</b>	07/19/2022
<b>Total Attachments: 5</b> source=Project Alpenglow - Panorama Trademark Security Agreement (Executed 7.18.22)#page1.tif source=Project Alpenglow - Panorama Trademark Security Agreement (Executed 7.18.22)#page2.tif source=Project Alpenglow - Panorama Trademark Security Agreement (Executed 7.18.22)#page3.tif source=Project Alpenglow - Panorama Trademark Security Agreement (Executed 7.18.22)#page4.tif source=Project Alpenglow - Panorama Trademark Security Agreement (Executed 7.18.22)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 18, 2022, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION ("Capital One"), as administrative agent for the Lenders and for itself as a Lender (in such capacity, the "Administrative Agent"), as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), and together with the Administrative Agent, collectively, the "Agent") and the L/C Issuers and each other Secured Party (as defined in the Credit Agreement referred to below).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of July 15, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of July 15, 2022, in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties 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 providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The 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 its Trademark subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security 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.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**PANORAMA ORTHOPEDICS AND SPINE  
CENTER, INC.,**

as Grantor

By: 

Name: Jessica Holland

Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007794 FRAME: 0479**

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as Agent

By:                     *Jay Patel*                      
Name: Jay Patel  
Title: Its Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registration

REGISTERED TRADEMARKS

Mark Name	Country	Status	Application Number	Filed Date	Registration Number	Registration Date
FEEL BETTER. DO MORE.	USA	Pending	90294133	11/02/20	N/A	N/A
ORTHOPEDECS REIMAGINED	USA	Pending	90294110	11/02/20	N/A	N/A
PANORAMA & Design	USA	Registered	75862909	12/02/99	2523318	12/25/01
PANORAMA ORTHOPLUS (stylized/design)	USA	Pending	90093045	08/04/20	N/A	N/A
REIMAGINING ORTHOPEDECS	USA	Pending	90294097 11/02/20	11/02/20	N/A	N/A
RIGHT CARE. RIGHT TIME. RIGHT PLACE.	USA	Pending	90294120	11/02/20	N/A	N/A
WE'RE ON TEAM YOU	USA	Pending	97127034	11/16/21	N/A	N/A
DME EVOLUTION DURABLE MEDICAL EQUIPMENT EVOLUTION (stylized/design)	USA	Pending	97428591	5/25/2022	N/A	N/A