

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alphatec Spine, Inc.		01/06/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MidCap Funding IV Trust		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	c/o MidCap Financial Services, LLC		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	5539241	A	
Registration Number:	3588669		
Registration Number:	4671825	ALPHAGRAFT	
Registration Number:	3940197	ALPHATEC SPINE	
Registration Number:	3592709	ALPHATEC SPINE	
Registration Number:	3836179	AMNIOSHIELD	
Registration Number:	5286481	ARSENAL	
Registration Number:	4965198	BATTALION	
Registration Number:	4210553	BRIDGEPOINT	
Registration Number:	2606667	DELTALOC	
Registration Number:	3509506	ILLICO	
Registration Number:	6263745	INVICTUS	
Registration Number:	6252029	INVICTUS	
Registration Number:	5143024	NEOCORE	
Registration Number:	4758743	NOVEL	
Registration Number:	3992448	OSSEOFIX	
Registration Number:	5814447	OSSEOSCREW	
Registration Number:	3981839	OSSEOSCREW	

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Property Type	Number	Word Mark
Registration Number:	4437561	PEGASUS
Registration Number:	5331804	POWER T HANDLE
Registration Number:	3391172	SOLANAS
Registration Number:	5371138	SQUADRON
Registration Number:	6569830	TRANSCEND
Registration Number:	3471451	TRESTLE
Registration Number:	4126127	TRESTLE LUXE
Registration Number:	3335652	ZODIAC
Serial Number:	90654653	PTP
Serial Number:	90694012	PTP
Serial Number:	90718959	LTP
Serial Number:	97246900	BIOCORE
Serial Number:	97372243	3D PROFUSE

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	13435-00006
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	01/06/2023

Total Attachments: 10

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THIS TRADEMARK SECURITY AGREEMENT, dated as of January 6 2023, is made by the entities listed on the signature pages hereof (the “Grantors”), in favor of MidCap Funding IV Trust, a Delaware statutory trust, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit, Security and Guaranty Agreement dated as of September 29, 2022 (as amended by that certain Omnibus Joinder and Amendment No. 1 to the Credit, Security and Guaranty Agreement, dated as of the date hereof and as the same may be further amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among Alphatec Holdings, Inc., a Delaware corporation, the Grantor, SafeOp Surgical, Inc., a Delaware corporation, the Guarantors (as defined therein) party from time to time thereto, MidCap Funding IV Trust, as Agent, and the financial institutions from time to time party thereto as lenders (collectively, the “Lenders” and individually, each a “Lender”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to Borrowers thereunder, the Grantors hereby agree with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement. For purposes of this Trademark Security Agreement, the following terms shall have the following meanings:

“Liabilities” means all claims, actions, suits, judgments, damages, settlement costs, losses, liability, obligations, responsibilities, fines, penalties, sanctions, costs, fees, taxes, commissions, charges, disbursements and expenses, in each case of any kind or nature (including interest accrued thereon or as a result thereto and fees, charges and disbursements of financial, legal and other advisors and consultants), whether joint or several, whether or not indirect, contingent, consequential, actual, punitive, treble or otherwise.

“Trademark” means the following: all right, title and interest arising under any Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all registration applications filed in connection therewith.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to the Agent a 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 I 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.

Notwithstanding the foregoing, no security interest shall be granted in, and the Trademark Collateral shall not include, any “intent to use” Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Credit 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 Credit 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Credit Agreement, the Credit Agreement shall govern.

Section 4. 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 5. 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.

Section 6. Agent Protections. In connection with this Trademark Security Agreement, the Agent shall be afforded all of the rights, protections, immunities and indemnities provided to it in the Credit Agreement as if such rights, protections, immunities and indemnities were set forth in full herein, *mutatis mutandis*.

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FOLLOW]

IN WITNESS WHEREOF, each 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.

ALPHATEC SPINE, INC., as a Grantor

By: 

Name: Todd Koning


Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first written above:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,
its investment manager




By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark Name	Trademark Logo	Country	Grantor	Filing Date	Registration No.
Alpha Logo		US	Alphatec Spine, Inc.	11/21/2017	5539241
Alpha Logo		US	Alphatec Spine, Inc.	2/26/2008	3588669
ALPHAGRAFT	n/a	US	Alphatec Spine, Inc.	7/1/2014	4671825
ALPHAGRAFT	n/a	NZ	Alphatec Spine, Inc.	2/22/2022	1203508
ALPHATEC	n/a	NZ	Alphatec Spine, Inc.	9/16/2021	
ALPHATEC SPINE	n/a	AU	Alphatec Spine, Inc.	6/15/2012	1509904
ALPHATEC SPINE	n/a	Japan	Alphatec Spine, Inc.	6/15/2012	1124469
ALPHATEC SPINE	n/a	UK	Alphatec Spine, Inc.	6/15/2012	UK0081124469
ALPHATEC SPINE	n/a	WIPO	Alphatec Spine, Inc.	6/15/2012	1124469
ALPHATEC SPINE	n/a	US	Alphatec Spine, Inc.	5/26/2010	3940197
Alphatec Spine Logo		US	Alphatec Spine, Inc.	2/26/2008	3592709
AMNIOSHIELD	n/a	US	Alphatec Spine, Inc.	10/2/2009	3836179

ARSENAL	n/a	US	Alphatec Spine, Inc.	12/20/2012	5286481
ATEC	n/a	NZ	Alphatec Spine, Inc.	9/16/2021	
BATTALION	n/a	US	Alphatec Spine, Inc.	6/26/2014	4965198
BRIDGEPOINT	n/a	US	Alphatec Spine, Inc.	6/21/2010	4210553
DELTALOC	n/a	US	Alphatec Spine, Inc.	7/25/2000	2,606,667
ILLICO	n/a	China	Alphatec Spine, Inc.	1/15/1993	7149438
ILLICO	n/a	US	Alphatec Spine, Inc.	5/30/2007	3509506
INVICTUS	INVICTUS	US	Alphatec Spine, Inc.	7/10/2019	6263745

INVICTUS	n/a	US	Alphatec Spine, Inc.	4/9/2019	6252029
INVICTUS	n/a	NZ	Alphatec Spine, Inc.	2/22/2022	1203505
NEOCORE	n/a	US	Alphatec Spine, Inc.	11/30/2015	5143024
NOVEL	n/a	US	Alphatec Spine, Inc.	6/13/2014	4758743
OSSEOFIX	n/a	US	Alphatec Spine, Inc.	7/23/2010	3992448
OSSEOSCREW		US	Alphatec Spine, Inc.	3/1/2018	5814447
OSSEOSCREW		US	Alphatec Spine, Inc.	4/7/2008	3981839
OSSEOSCREW		EU	Alphatec Spine, Inc.	7/15/2008	7066376
OSSEOSCREW	n/a	NZ	Alphatec Spine, Inc.	2/22/2022	1203507
PEGASUS	n/a	US	Alphatec Spine, Inc.	12/20/2012	4437561
POWER T HANDLE	n/a	US	Alphatec Spine, Inc.	4/25/2017	5331804
SOLANAS	n/a	US	Alphatec Spine, Inc.	5/15/2007	3391172

SQUADRON	n/a	US	Alphatec Spine, Inc.	9/29/2016	5371138
TRANSCEND	n/a	US	Alphatec Spine, Inc.	7/22/2019	6569830
TRANSCEND	n/a	NZ	Alphatec Spine, Inc.	2/22/2022	1203510
TRESTLE	n/a	US	Alphatec Spine, Inc.	12/4/2007	3471451
TRESTLE LUXE	n/a	US	Alphatec Spine, Inc.	6/21/2010	4126127
ZODIAC	n/a	JP	Alphatec Spine, Inc.	10/13/2015	5894209
ZODIAC	n/a	US	Alphatec Spine, Inc.	12/12/2003	3335652

2. TRADEMARK APPLICATIONS

Trademark Name	Trademark Logo	Country	Grantor	Filing Date	Serial No.
PTP		US	Alphatec Spine, Inc.	4/19/2021	90654653
PTP	n/a	US	Alphatec Spine, Inc.	5/5/2021	90694012
LTP	n/a	US	Alphatec Spine, Inc.	5/18/2021	90718959
ALPHATEC	n/a	NZ	Alphatec Spine, Inc.	9/16/2021	1189765
A TEC	n/a	NZ	Alphatec Spine, Inc.	9/16/2021	1189764
BIOCORE	n/a	US	Alphatec Spine, Inc.	1/31/2022	97246900
3D PROFUSE	n/a	US	Alphatec Spine, Inc.	4/20/2022	97372243