

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790422

<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>
Spine Wave, Inc.		02/28/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	53 State Street, 28th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3817219	SPINE WAVE	
<b>Registration Number:</b>	3817220	SPINE WAVE	
<b>Registration Number:</b>	4634093	ABACUS	
<b>Registration Number:</b>	4239244	ACCENT	
<b>Registration Number:</b>	4522704	ANNEX	
<b>Registration Number:</b>	3382596	CAPSURE	
<b>Registration Number:</b>	5537054	CLR	
<b>Registration Number:</b>	5365562	GRAFTMAG	
<b>Registration Number:</b>	4841918	LEVA	
<b>Registration Number:</b>	5172759	MIG	
<b>Registration Number:</b>	5271947	PARAMOUNT	
<b>Registration Number:</b>	5228450	PROFICIENT	
<b>Registration Number:</b>	5950616	SALVO	
<b>Registration Number:</b>	3937816	SNIPER	
<b>Registration Number:</b>	3197278	STAXX	
<b>Registration Number:</b>	3727870	SW	
<b>Registration Number:</b>	6015391	TEMPEST	
<b>Registration Number:</b>	5023970	VELOCITY	
<b>Registration Number:</b>	4239245	NI-LOCK	

OP \$815.00 3817219

Property Type	Number	Word Mark
Registration Number:	4634055	XLR
Serial Number:	88756899	DYNAMO
Serial Number:	90106474	EXCEED
Serial Number:	90106458	SALIENT
Serial Number:	97403730	STEERX
Serial Number:	97403740	TESTA
Serial Number:	97665425	OVERDRIVE
Serial Number:	97794434	ULTRANANO
Registration Number:	3948826	TRUE POSITION
Registration Number:	6120654	TORNADO
Registration Number:	6349302	STRONGHOLD
Registration Number:	6471966	TICELL
Registration Number:	6532181	DEFENDER

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 8004945225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** JAY DASILVA  
**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1918760 TM
<b>NAME OF SUBMITTER:</b>	Diane Giacomozzi
<b>SIGNATURE:</b>	/Diane Giacomozzi/
<b>DATE SIGNED:</b>	02/28/2023

**Total Attachments: 15**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of February 28, 2023, by and between (a) **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 53 State Street, 28th Floor, Boston, Massachusetts 02109 (“**Bank**”) and (b) **SPINE WAVE, INC.**, a Delaware corporation with its principal place of business located at 3 Enterprise Drive, Shelton, Connecticut 06484 (“**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term “Intellectual Property Collateral” shall not include any “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above as a sealed instrument under the laws of the Commonwealth of Massachusetts.

**GRANTOR:**

**SPINE WAVE, INC.**

DocuSigned by:  
By Terrence T. Brennan  
Name: Terrence Brennan  
Title: CFO

**BANK:**

**SILICON VALLEY BANK**

DocuSigned by:  
By Sam Subilia  
Name: Sam Subilia  
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT B

## Patents

Patent/Patent Application/Publication #	Title
6,997,929	Tissue Distraction Device
7,004,945	Devices and Methods for the Restoration of a Spinal Disc
7,674,278	Tissue Distraction Apparatus
7,749,255	Method for Fusing Adjacent Bones
7,753,912	Tissue Distraction Device
7,780,734	Tissue Distraction Device
7,789,912	Apparatus and Method for Injecting Fluent Material to a Distracted Tissue Site
7,789,913	Method for Injecting a Curable Biomaterial into an Intervertebral Space
7,875,078	Expandable Interbody Fusion Device
7,931,688	Expandable Interbody Fusion Device
7,967,867	Expandable Interbody Fusion Device
7,993,375	Dynamic Stabilization System
8,109,902	Systems and Methods for Mixing Fluids
8,123,755	Tissue Distraction Device
8,142,437	System for Percutaneously Fixing a Connecting Rod to a Spine
8,162,990	Multi-axial Spinal Fixation System
8,167,887	An Introducer for Inserting a Connecting Rod Into a Spine
8,197,544	Method for Distracting Opposing Vertebral Bodies of a Spine
8,202,274	An Apparatus and Method for Detecting a Connecting Rod During Percutaneous Spinal Surgery
8,206,395	Surgical Instrument and Method for the Distraction or Compression of Bones
8,317,802	System for Distracting Opposing Vertebral Bodies of A Spine

8,337,532	Methods for Percutaneously Extending and Existing Spinal Construct
8,337,557	Apparatus and Kit For Injecting A Curable Biomaterial Into An Intervertebral Space
8,337,562	Device for Distracting Body Tissue
8,349,014	Expandable Device for Distracting Spinal Tissue Surfaces
8,372,120	Multi-axial cross connector
8,394,108	Screw Driver for a Multiaxial Bone Screw
8,414,622	Multi-axial Spinal Fixation System
8,425,571	Method for Stablizing a Motion Segment of the Spine of a Patient
8,430,885	Tissue Distraction Apparatus
8,430,913	Device and Method for Adding an Additional Level of Fixation to an Existing Construct
8,444,694	Method for Injecting a Curable Biomaterial into an Intervertebral Space
8,454,664	Method for Fixing a Connecting Rod to a Thoracis Spine
8,475,500	Multi-axial Spinal Fixation System
8,491,639	Multi-axial Spinal Fixation System
8,512,383	A Method of Percutaneously Fixing a Connecting Rod to a Spine
8,523,906	Apparatus and Devices for Percutaneously Extending an Existing Spinal Construct
8,562,654	Methods for Percutaneously Extending an Existing Spinal Construct
8,574,299	Expandable Device for Distracting Spinal Tissue Surfaces
8,641,739	Methods for Percutaneously Extending an Existing Spinal Construct
8,641,767	Expandable Interbody Fusion Device
8,641,769	Plastically Deformable Inter-Osseous Device
8,657,826	Apparatus and Devices for Percutaneously Extending an Existing Spinal Construct
8,663,281	Apparatus and Instruments for Percutaneously Extending an Existing Spinal Construct
8,715,351	Expandable Interbody Fusion Device with Graft Chambers
8,727,975	Retractor for Use In Spinal Surgery

8,740,950	Methods for Percutaneously Attaching A Cross Connector To Contralateral Spinal Constructs
8,777,954	Pedicle Screw Extension for Use in Percutaneous Spinal Fixation
8,828,019	Insertor for Expanding an Expandable Interbody Fusion Device
8,845,640	Pedicle Screw Extension for Use in Percutaneous Spinal Fixation
8,864,830	Apparatus and Methods For Inserting An Interbody Fusion Device
8,900,313	Expandable Device for Distracting Spinal Tissue Surfaces
8,920,507	Plastically Deformable Inter-Osseous Device
8,940,021	Multi-axial cross connector
9,039,767	Insertor for Expanding an Expandable Interbody Fusion Device
9,095,446	Expandable Interbody Fusion Device
9,095,447	Expandable Interbody Fusion Device
9,101,488	Apparatus for Use in Spinal Surgery
9,101,489	Expandable Anterior Lumbar Interbody Fusion Device
9,107,766	Expandable Interbody Fusion Device and Insertor
9,113,962	Apparatus and Devices for Percutaneously Extending an Existing Spinal Construct
9,114,026	Insertor for An Expandable Spinal Interbody Fusion Device
9,132,207	Radiopaque Injectable Nucleus Hydrogel Compositions
9,149,302	Apparatus and Devices for Percutaneously Extending an Existing Spinal Construct
9,192,484	Expandable Interbody Fusion Device
9,216,094	Expandable Interbody Fusion Device and Insertor
9,226,777	Multi-axial Spinal Fixation System
9,237,908	Stabilization System for the Spine
9,265,623	Method of Expanding a Spinal Interbody Fusion Device.
9,295,500	Screw Driver with Release for a Multiaxial Bone Screw
9,295,565	Method of Expanding an Intradiscal Space and Providing an Osteoconductive path During Expansion

9,358,134	Method of Inserting An Interbody Fusion Device
9,381,094	Expandable Interbody Fusion Device
9,387,089	Expandable Anterior Lumbar Interbody Fusion Device
9,398,961	Plastically Deformable Inter-Osseous Device
9,433,446	Pedicle Screw Extension for Use in Percutaneous Spinal Fixation
9,439,692	Minimally Invasive Spinal Fixation System and Method Therefore
9,439,783	Insertor for Expanding Body Tissue
9,445,921	Device for Expanding and Supporting Body Tissue
9,480,578	Expandable Interbody Fusion Device with Graft Chambers
9,498,200	Retractor for Use In Spinal Surgery
9,498,347	Expandable Device with Nested Correction Surface
9,498,351	Apparatus for Locating the Position of a Spinal Implant During Surgery
9,517,140	Apparatus for Use in Spinal Interbody Fusion
9,517,141	Apparatus for Use in Spinal Interbody Fusion
9,517,142	Insertor for Insertion into an Expandable Spinal Interbody Fusion Device
9,545,279	Multi-axial Spinal Fixation System
9,545,313	Apparatus and Method for Expanding Opposing Body Tissue
9,610,175	Expandable Interbody Fusion Device
9,629,668	Apparatus and Devices for Percutaneously Extending an Existing Spinal Construct
9,642,655	Apparatus and Devices for Percutaneously Extending an Existing Spinal Construct
9,655,660	Methods for Percutaneously Extending an Existing Spinal Construct
9,655,740	Expandable Sizer Instrument for Spacing Vertebral Bodies
9,675,469	Expandable Interbody Fusion Device
9,707,094	Expandable Anterior Lumbar Interbody Fusion Device
9,763,700	Polyaxial Bone Screw

9,861,395	Multi-axial Spinal Fixation System
9,925,067	Device for Expanding and Supporting Body Tissue
9,936,981	An Anchor Device for Anchoring an Elongated Rod to the Spine
9,937,055	Endplate Scoring Implant Trial and Implant Inserter for Spinal Fusion System
9,949,842	Expandable Anterior Lumbar Interbody Fusion Device
9,949,844	Apparatus for Use in Spinal Interbody Fusion
9,962,196	Pedicle Screw Extension for Use in Percutaneous Spinal Fixation
9,968,464	Spinal Fusion System
9,980,827	Expandable Interbody Fusion Device
9,987,047	Translating Polyaxial Screw
10,016,227	Apparatus and Devices for Percutaneously Extending an Existing Spinal Construct
10,016,286	Method of Inserting An Interbody Fusion Device
10,022,172	Minimally Invasive Posterolateral Fusion
10,022,242	Apparatus for Use in Spinal Interbody Fusion
10,045,861	Inserter for Expanding Body Tissue
10,070,897	Translational Posterior Cervical Polyaxial Screw
10,117,756	Plastically Deformable Inter-Osseous Device
10,195,052	Expandable Interbody Fusion Device
10,219,916	Method for Fusing Spinal Vertebrae
10,258,384	Polyaxial Bone Screw
10,278,741	Translating Polyaxial Screw
10,292,835	Expandable Interbody Fusion Device
10,314,722	Inserter for Expanding Expandable Device
10,363,022	Screw Based Retractor with Expandable Blades
10,376,387	Apparatus for Use in Spinal Interbody Fusion

10,413,331	Spinal Stabilization System with Head to Head Cross Connector
10,433,981	Graft Delivery Apparatus
10,448,975	Multi-axial Spinal Fixation System
10,456,176	Apparatus and Devices for Percutaneously Extending an Existing Spinal Construct
10,492,925	Graft Delivery System
10,500,060	Disc Preparation Instrument for Use in Spinal Fusion
10,500,063	Modular Interbody Fusion Device
10,524,925	Method for Spinal Fusion
10,603,186	Spinal Implant Inserter Assembly for Use in Spinal Fusion
10,639,081	Pedicle Screw Extension for Use in Percutaneous Spinal Fixation
10,667,848	Apparatus and Method for Percutaneously Extending an Existing Spinal Construct
10,682,244	Inserter for Expanding Body Tissue
10,716,596	Translational Posterior Cervical Polyaxial Screw
10,828,172	Expandable Interbody Fusion Device
10,888,434	Modular Scoring Trial for Anterior Cervical Cage
10,888,435	Modular Inserter for Anterior Cervical Cage
10,952,752	Posterior Cervical Fixation System
10,966,759	Polyaxial Bone Screw
11,013,610	Expandable Anterior Lumbar Interbody Fusion Device
11,013,614	Expandable Interbody Fusion Device
11,051,796	Screw Based Retractor with Articulate Blades
11,051,952	Spinal Implant System
11,065,132	Method of Expanding a Space Between Opposing Tissue Surfaces
11,083,592	Plastically Deformable Inter-Osseous Device
11,160,587	Rod Connector for Attachment to an Existing Spinal Rod

11,207,194	Graft Delivery System
11,219,470	Modular Tensioned Spinal Screw
11,224,447	Drill Tap Dilator
11,395,684	Head to Head Cross Connector
11,413,028	Screw-based Retractor Having Arms with Plural Discrete Selectively Lockable Positions
11,419,735	Expandable TLIF Device and Related Insertion and Grafting Instrumentation
11,426,152	Multilevel Lateral Access System
11,523,850	Modular Spinal Screw Yoke Inserter

EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>SPINE WAVE</b>	3817219/ 77-870356	Jul 13, 2010
<b>SPINE WAVE</b>	3817220/ 77-870381	Jul 13, 2010
<b>ABACUS</b>	4634093/ 86-135116	Nov 4, 2014
<b>ACCENT</b>	4239244/ 85-513575	Nov 6, 2012
<b>ANNEX</b>	4522704/ 85-704375	Apr 29, 2014
<b>CAPSURE</b>	3382596/ 77-094666	Feb 12, 2008
<b>CLR</b>	5537054/ 87-519736	Aug 7, 2018
<b>GRAFTMAG</b>	5365562/ 86-932323	Dec 26, 2017
<b>LEVA</b>	4841918/ 86-136186	Oct 27, 2015
<b>MIG</b>	5172759/ 86-887882	Mar 28, 2017
<b>PARAMOUNT</b>	5271947/ 86-839322	Aug 22, 2017
<b>PROFICIENT</b>	5228450/ 86-251018	Jun 20, 2017
<b>SALVO</b>	5950616/ 87-597515	Dec 31, 2019
<b>SNIPER</b>	3937816/ 85-096205	Mar 29, 2011
<b>STAXX</b>	3197278/ 78-371078	Jan 9, 2007
<b>SW</b>	3727870/ 77-736430	Dec 22, 2009



<b>TEMPEST</b>	6015391/ 88-976721	March 17, 2020
<b>VELOCITY</b>	5023970/ 86-722193	Aug 16, 2016
<b>Ni-Lock</b>	4239245/ 85-513578	Nov 6, 2012
<b>XLR</b>	4634055/ 86-120197	Nov 4, 2014
DYNAMO	88/756,899	Jan 13, 2020
EXCEED	90/106,474	Aug 11, 2020
SALIENT	90/106,458	Aug 11, 2020
STEERX	97/403,730	May 10, 2022
TESTA	97/403,740	May 10, 2022
OVERDRIVE	97/665,425	Nov 7, 2022
ULTRANANO	97/794,434	Feb 14, 2023
TRUE POSITION	3948826/77-909781	April 19, 2011
TORNADO	6120654/ 88-688549	Aug 4, 2020
STRONGHOLD	6349302/ 88-749535	May 11, 2021
TICELL	6471966/ 88-808455	Aug 31, 2021
DEFENDER	6532181/ 90-196445	Oct 19, 2021

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.