

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Life Spine, Inc.		08/16/2023	Corporation: DELAWARE
Gizmo Medical, LLC		08/16/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	St. Cloud Capital Partners III SBIC, LP		
Street Address:	10866 Wilshire Boulevard		
Internal Address:	#1450		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97182570	MICRO INVASIVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3035923128		
Email:	genevieve.reed@bartlitbeck.com		
Correspondent Name:	Genevieve Reed		
Address Line 1:	c/o Bartlit Beck, LLP1801 Wewatta Street		
Address Line 2:	Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Michael S. Butler		
SIGNATURE:	/Michael S. Butler/		
DATE SIGNED:	09/11/2023		
Total Attachments: 5			
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**FIRST SUPPLEMENT TO AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT (TRADEMARKS)**

This **FIRST SUPPLEMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**IP Security Agreement Supplement**”) is made as of August 16, 2023, by and among **LIFE SPINE, INC.**, a Delaware corporation, **GIZMO MEDICAL, LLC**, a Delaware limited liability company (together, the “**Grantors**”) and **ST. CLOUD CAPITAL PARTNERS III SBIC, LP**, a Delaware limited partnership, as collateral agent (the “**Agent**”), for the benefit of the Secured Parties. Capitalized terms used herein without definition shall have the meanings given to them in the Security Agreement (as defined below).

RECITALS:

WHEREAS, the Grantors and Agent are parties to that certain Amended and Restated Security Agreement, dated as of December 18, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which each of the Grantors has (i) granted to Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including certain Intellectual Property and (ii) executed and delivered that certain Amended and Restated Intellectual Property Security Agreement, dated as of December 18, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) for recording with the United States Patent and Trademark Office; and

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to Agent, for the benefit of the Secured Parties, a security interest in any after-acquired Intellectual Property Collateral of such Grantor and has agreed, in connection therewith, to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Agent agree as follows:

1. **Grant of Security**. As collateral security for the Secured Obligations, each Grantor hereby grants to the Agent, for its benefit and the benefit of the other Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) the United States trademark and service mark registrations and applications referred to in **Schedule A** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including Trademark Licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Additional Trademarks**”).

2. **Supplement to IP Security Agreement.** Schedule 1 to the IP Security Agreement is hereby supplemented to add to such Schedule the Additional Trademarks.

3. **Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

4. **Counterparts.** This IP Security Agreement Supplement may be executed in any number of counterparts and by the parties hereto 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. Any signatures transmitted electronically shall be deemed valid and binding.

5. **Governing Law.** This IP Security Agreement Supplement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement Supplement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Illinois without reference to such state's principles of conflicts of law.

6. **Conflict Provision.** This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement and the Note Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Note Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement Supplement are in conflict with the Security Agreement or the Note Agreement, the provisions of the Security Agreement or the Note Agreement shall govern.

7. **No Other Supplements.** Except as expressly supplemented hereby, the IP Security Agreement shall remain unaltered and in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Grantors:

LIFE SPINE, INC., a Delaware corporation

By: _____

Name: Michael S. Butler

Its: President

GIXMO MEDICAL, LLC, a Delaware limited liability company

By: _____

Name: Michael S. Butler

Its: Sole Member and Manager

Agreed and accepted:

Agent:

ST. CLOUD CAPITAL PARTNERS III SBIC, LP

By: SCGP III SBIC, LLC

Its: General Partner

By: _____

Name: Robert W. Lutz

Title: Managing Member

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Grantors:

LIFE SPINE, INC., a Delaware corporation

By: _____
Name: Michael S. Butler
Its: President

GIZMO MEDICAL, LLC, a Delaware limited liability company

By: _____
Name: Michael S. Butler
Its: Sole Member and Manager

Agreed and accepted:

Agent:

ST. CLOUD CAPITAL PARTNERS III SBIC, LP
By: SCGP III SBIC, LLC
Its: General Partner

By: _____
Name: Robert W. Lautz
Title: Managing Member

SCHEDULE A

Additional Trademark Application

Mark	Serial Number	Filed Date
MICRO INVASIVE	97182570	12/21/21

Trademark (with corrected Registration No.)

Mark	Serial Number	Registration No.	Registered Date
OSTEO-LINE	87/425,913	5456992	05/01/18