

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORTHOFIX S.R.L.		10/12/2023	Corporation: ITALY
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor L2S		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Serial Number:	73471468	ORTHOFIX	
Serial Number:	73471385	OF	
Serial Number:	76264564	XCALIBER	
Serial Number:	85740303	O ORTHOFIX	
Serial Number:	86437399	GALAXY UNYCO	
Serial Number:	85740350	O	
Serial Number:	87253174	CHIMAERA HIP FRACTURE SYSTEM	
Serial Number:	85925419	RIVAL INSTRUMENTATION	
Serial Number:	85779325	BITE COMPRESSION SCREWS	
Serial Number:	86050182	REDUCE FRACTURE PLATING SYSTEM	
Serial Number:	86259861	VIEW PLATING SYSTEM	
Serial Number:	87446591	JUNIORTHO	
Serial Number:	87446602		
Serial Number:	87516647	RIVAL REDUCE VIEW BITE	
Serial Number:	87619004	MJ-FLEX THE NEW METAIZEAU NAIL	
Serial Number:	87637822	AGILE NAIL	
Serial Number:	87619041	G-BEAM	
Serial Number:	87758951	RIVAL	

CH \$865.00 73471468

Property Type	Number	Word Mark
Serial Number:	77751491	OSCAR
Serial Number:	87694487	MYSUPERHEROACADEMY
Serial Number:	87737743	MYHEXPLAN
Serial Number:	88243855	EIGHT-PLATE GUIDED GROWTH SYSTEM
Serial Number:	78507012	8 PLATE-GUIDED GROWTH SYSTEM
Serial Number:	78629383	GOTFRIED PC.C.P
Serial Number:	85740258	ORTHOFIX
Serial Number:	78531522	CONTOURS VPS
Serial Number:	75430442	OSTEOTITE
Serial Number:	76539759	M2 MULTIPLANAR MINIRAIL
Serial Number:	88840912	JPS JUNIORTHO PLATING SYSTEM
Serial Number:	75575381	INTENS
Serial Number:	90464198	ORTHONEXT
Serial Number:	90605969	
Serial Number:	90524371	LIGHTFIXVISTA
Serial Number:	90728648	JUNIORTHO

CORRESPONDENCE DATA

Fax Number: 2147455390

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: 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	58437-4
NAME OF SUBMITTER:	Nancy Graha
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	10/27/2023

Total Attachments: 10

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October 12, 2023

TRADEMARK SECURITY AGREEMENT

WHEREAS, Orthofix S.r.l., a company incorporated under the laws of Italy, having its registered office at via Vittor Pisani 16, Milan (MI), Italy, corporate capital equal to Euro 1,560,000.00 fully paid-in, registered with the Trade Register (*Registro delle Imprese*) of Milan – Monza – Brianza – Lodi, Taxpayer and Trade Register number 08976680150 ("**Grantor**"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Orthofix Medical Inc., a Delaware corporation (the "**Company**"), Orthofix US LLC, a Delaware limited liability company ("**Orthofix US**" and together with the Company, each a "**U.S. Borrower**" and collectively, the "**U.S. Borrowers**"), Orthofix Netherlands B.V., a company incorporated under the laws of the Netherlands (the "**Dutch Borrower**"), as Borrowers, certain subsidiaries of the Company, the Administrative Agent, and certain lenders are parties to the Second Amended and Restated Credit Agreement dated as of October 25, 2019 (as amended, restated, supplemented, consented to or otherwise modified prior to the date hereof, the "**Credit Agreement**"; all capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement) and the Grantor is a party to the Joinder Agreement dated as of October 12, 2023, pursuant to which the Grantor become a Loan Party under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Secured Parties a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all extensions and renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing (the "**Trademarks**"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) (a) any and all licensing agreements or similar arrangements in and to its Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof (the "**Licenses**"), each of which is set forth herein on Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, proceeds (including stock rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and

records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Collateral Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and other Collateral Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Grantor further acknowledges and affirms that the terms of Section 9.03, Section 9.06, Section 9.09 and Section 9.10 of the Credit Agreement with respect to expenses, indemnities, counterparts, governing law, submission to jurisdiction, venue, and waiver of jury trial and acknowledgment are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signatures on Following Pages]

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

Acknowledged:

GRANTOR:

ORTHOFIX S.R.L.

By: 

Name: Kimberley Elting

Title: Chairman of the Board and Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008273 FRAME: 0592

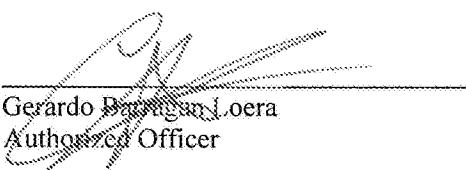
SECURED PARTY:

JPMORGAN CHASE BANK, N.A., as administrative agent

By: _____

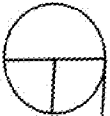



Name: Gerardo Barragan Loera



Title: Authorized Officer





A handwritten signature in black ink, appearing to read "Gerardo Barragan Loera", is written over a horizontal line. The signature is stylized and somewhat cursive.

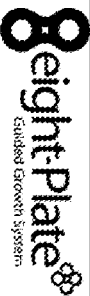


Schedule 1
to Trademark
Security Agreement




TRADEMARKS AND TRADEMARK APPLICATIONS


<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u> <u>(First filing)</u>	<u>Application No.</u> <u>(First filing)</u>	<u>Registration Date</u> <u>(First filing)</u>	<u>Registration No.</u> <u>(First filing)</u>
ORTHOFIX	ORTHOFIX S.r.l.	3/21/1984	73471468	12/25/1984	1310950
	ORTHOFIX S.r.l.	3/21/1984	73471385	12/25/1984	1310949
XCALIBER	ORTHOFIX S.r.l.	5/31/2001	76264564	4/26/2011	3949625
 ORTHOFIX	ORTHOFIX S.r.l.	9/27/2012	85740303	4/14/2015	4720573
	ORTHOFIX S.r.l.	10/28/2014	86437399	7/11/2017	5238981
	ORTHOFIX S.r.l.	9/27/2012	85740350	3/17/2015	4704189

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u> (First filing)	<u>Application No.</u> (First filing)	<u>Registration Date</u> (First filing)	<u>Registration No.</u> (First filing)
	ORTHOFIX S.r.l.	12/1/2016	87253174	6/19/2018	5495041
RIVAL INSTRUMENTATION	ORTHOFIX S.r.l.	5/7/2013	85925419	4/22/2014	4519150
BITE COMPRESSION SCREWS	ORTHOFIX S.r.l.	11/14/2012	85779325	4/29/2014	4522834
REDUCE FRACTURE PLATING SYSTEM	ORTHOFIX S.r.l.	8/28/2013	86050182	4/29/2014	4523658
VIEW PLATING SYSTEM	ORTHOFIX S.r.l.	4/23/2014	86259861	2/13/2018	5401847
	ORTHOFIX S.r.l.	5/11/2017	87446591	5/7/2019	5742435

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u> (First filing)	<u>Application No.</u> (First filing)	<u>Registration Date</u> (First filing)	<u>Registration No.</u> (First filing)
	ORTHOFIX S.r.l.	5/11/2017	87446602	5/7/2019	5742436
 RIVAL	ORTHOFIX S.r.l.	7/5/2017	87516647	7/17/2018	5517047
	ORTHOFIX S.r.l.	9/22/2017	87619004	8/10/2021	6443780
	ORTHOFIX S.r.l.	10/9/2017	87637822	3/8/2022	6662064
G-BEAM	ORTHOFIX S.r.l.	9/22/2017	87619041	9/17/2019	5859752
RIVAL	ORTHOFIX S.r.l.	1/17/2018	87758951	5/14/2019	5748379

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u> (First filing)	<u>Application No.</u> (First filing)	<u>Registration Date</u> (First filing)	<u>Registration No.</u> (First filing)
OSCAR	ORTHOFIX S.r.l.	6/3/2009	77751491	10/5/2010	3855508
mySuperheroAcademy	ORTHOFIX S.r.l.	11/22/2017	87694487		
MYHEXPLAN	ORTHOFIX S.r.l.	12/29/2017	87737743	7/23/2019	5810016
	ORTHOFIX S.r.l.	12/28/2018	88243855	7/13/2021	6413936
	ORTHOFIX S.r.l.	10/27/2004	78507012	5/16/2006	3094296
	ORTHOFIX S.r.l.	5/13/2005	78629383	5/9/2006	3090036

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u> (First filing)	<u>Application No.</u> (First filing)	<u>Registration Date</u> (First filing)	<u>Registration No.</u> (First filing)
ORTHOFIX	ORTHOFIX S.r.l.	9/27/2012	85740258	4/14/2015	4720572
CONTOURS VPS	ORTHOFIX S.r.l.	12/13/2004	78531522	6/13/2006	3103333
OSTEOTITE	ORTHOFIX S.r.l.	2/6/1998	75430442	8/10/1999	2269876
 MultiPlanar MiniRail	ORTHOFIX S.r.l.	8/25/2003	76539759	12/13/2005	3029777
	ORTHOFIX S.r.l.	3/19/2020	88840912	3/8/2022	6662210
INTENS	ORTHOFIX S.r.l.	10/23/1998	75575381	10/2/2001	2493792
 OrthoNext	ORTHOFIX S.r.l.	1/13/2021	90464198	5/24/2022	6734735

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u> (First filing)	<u>Application No.</u> (First filing)	<u>Registration Date</u> (First filing)	<u>Registration No.</u> (First filing)
	ORTHOFIX S.r.l.	3/26/2021	90605969	5/31/2022	6742836
lightfixvista	ORTHOFIX S.r.l.	2/11/2021	90524371	12/6/2022	6915260
JUNIORTHO	ORTHOFIX S.r.l.	5/22/2021	90728648		