

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spineology Inc.		05/30/2013	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Musculoskeletal Transplant Foundation, Inc.		
Street Address:	125 May Street		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08873		
Entity Type:	Nonprofit Corporation: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2310824	SPINEOLOGY	
Registration Number:	2744863	OPTIMESH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Keller Brennan		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	060508-0060		
NAME OF SUBMITTER:	Valerie Brennan		
Signature:	/vb/		

OP \$65.00 2310824

Date:

06/03/2013

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 30, 2013, by and between SPINEOLOGY INC. a Minnesota corporation (“**Grantor**”), and MUSCULOSKETAL TRANSPLANT FOUNDATION, INC., a District of Columbia nonprofit corporation (“**Secured Party**”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 30, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and between the Grantor and the Secured Party, the Secured Party has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to that certain Security Agreement dated as of May 30, 2013, in favor of the Secured Party (the “**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 Secured Party to enter into the Credit Agreement and to induce the Secured Party to make its extension of credit to the Grantor, Grantor hereby agrees with the Secured Party as follows:

### *Section 1. Defined Terms*

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

### *Section 2. Grant of Security Interest in Trademark Collateral*

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Secured Party for the benefit of the Secured Party, and grants to the Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Trademark Collateral**”):

(a) all of the Trademarks and Trademark Licenses, including, without limitation, those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### *Section 3. Security Agreement*

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the

Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

**SPINEOLOGY INC.**  
as Grantor

By: \_\_\_\_\_  
Name: John Booth  
Title: CEO

ACCEPTED AND AGREED  
as of the date first above written:

**MUSCULOSKELETAL TRANSPLANT  
FOUNDATION, INC.**

By: \_\_\_\_\_  
Name: Bruce W. Stroever  
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, 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.

**SPINEOLOGY INC.**  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

**MUSCULOSKELETAL TRANSPLANT  
FOUNDATION, INC.**

By:  \_\_\_\_\_  
Name: Bruce W. Stroever  
Title: Chief Executive Officer and President

**SCHEDULE I**

Mark	Registration number	Serial number
Spineology	2310824	78774334
		75507900
OptiMesh	2744863	78049894
K-CENTRUM	2,443,107	75/543,927
Orthopedic Implants	-	78/774,158