

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
OrthoPediatrics Corp.		07/31/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Squadron Capital LLC
Street Address:	18 Hartford Avenue
City:	Granby
State/Country:	CONNECTICUT
Postal Code:	06035
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3707114	PEDIPLATES
Registration Number:	2988230	SCWIRE
Registration Number:	3691309	THE SMALLEST COMPANY IN ORTHOPEDICS
Registration Number:	3735757	CHILDREN ARE NOT JUST SMALL ADULTS
Registration Number:	3761931	ORTHOPEDIATRICS
Registration Number:	3709822	PEDILOC
Registration Number:	4053002	

**CORRESPONDENCE DATA**

Fax Number: 3122076400

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-207-1000

Email: ipdocket-chi@reedsmith.com

Correspondent Name: Reed Smith, LLP

Address Line 1: 10 South Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

**TRADEMARK**

OP \$190.00 3707114

NAME OF SUBMITTER:	Joel Schaider
Signature:	/Joel Schaider/
Date:	09/03/2013
<b>Total Attachments: 7</b> source=Orthoped to Squadron TM sec 7-31-13#page1.tif source=Orthoped to Squadron TM sec 7-31-13#page2.tif source=Orthoped to Squadron TM sec 7-31-13#page3.tif source=Orthoped to Squadron TM sec 7-31-13#page4.tif source=Orthoped to Squadron TM sec 7-31-13#page5.tif source=Orthoped to Squadron TM sec 7-31-13#page6.tif source=Orthoped to Squadron TM sec 7-31-13#page7.tif	

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2013 by OrthoPediatrics Corp. (the "Grantor"), in favor of Squadron Capital LLC (the "Secured Party").

### **WHEREAS:**

A. Reference is made to that certain Amended and Restated Loan and Security Agreement, dated as of September 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), entered into by and between the Grantor and the Secured Party, which secures certain now existing and future arising obligations owing to the Secured Party.

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Secured Party this Agreement.

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Secured Party, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each United States trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions thereof;

2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto; and

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed in accordance with and governed by the internal substantive laws of the State of Illinois, without giving effect to the conflict of laws provisions thereof that would call for the application of the laws of any other jurisdiction. Each party hereby irrevocably submits, to the fullest extent permitted by applicable law, for itself and its property, to the exclusive jurisdiction of any federal or state court located in Chicago, Illinois and of the United States District Court for the Northern District of Illinois and any relevant appellate court, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, to the fullest extent permitted by applicable law, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

**ORTHOPEDIATRICS CORP.**

By: Mark C. Throdahl

Name: Mark Throdahl

Title: President and Chief Executive Officer

Acknowledged:

**SECURED PARTY:**

~~SQUADRON CAPITAL LLC~~

By: David R. Pelizzon

Name: David R. Pelizzon

Title: President

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

## REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>
PEDIPLATES	77-514,366	P.R. 7-3-2008; AM. S.R. 9-9-2009	3,707,114
SCWIRE	78-360,227	1-30-2004	2,988,230
THE SMALLEST COMPANY IN ORTHOPEDECS	77-552,465	8-21-2008	3,691,309
CHILDREN ARE NOT JUST SMALL ADULTS	77-514,347	S.R. 7-3-2008; AM. P.R. 3-12- 2009	3,735,757
ORTHOPEDETRICS	77-846,945	10-12-2009	3,761,931
PEDILOC	77-515,467	7-7-2008	3,709,822
PEDI logo (Design Mark)	85/294,100	4-13-2011	4,053,002
PEDI logo (Design Mark) (Community Trademark-EUROPE)	010467843	Application: 12-5- 2011 Reg. Date: 5-2-2012	10467843
PEDI logo (Design Mark)-Australia		March 6, 2012	1478535
PEDI logo (Design Mark)-New Zealand		December 6, 2011	957743

# TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>
PEDI logo (Design Mark)-Israel	242671	December 6, 2011
PEDI logo (Design Mark)-Mexico	1376347	May 23, 2013
PEDI logo (Design Mark)-Brazil	231203399911	April 26, 2012
ORTHOPEDIATRICS –Brazil	231203679027	June 6, 2012
PEDI logo (Design Mark)-Chile	1019796	August 6, 2012
ORTHOPEDIATRICS –Chile	1019797	August 6, 2012



**TRADEMARKS NOT  
REGISTERED**

**QCR  
PEDIFLEX  
PEDINAIL  
PEDIBLADE  
RESPONSE (SPINE SYSTEM)**