

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERVENTIONAL SPINE, INC.		10/19/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4355349	ALLOSHEATH	
Registration Number:	4332413	PERX360° SYSTEM	
Registration Number:	4234791	OPTICAGE	
Registration Number:	4106270	BONE-LOK	
Registration Number:	3146524	TELEPORT	
Registration Number:	3747630	PERPOS-FUSE	
Registration Number:	3944795	OFTEN IMITATED, NEVER DUPLICATED	
Registration Number:	3524778	PERPOS	
Registration Number:	3456787		
Registration Number:	3354573	INTERVENTIONAL SPINE	
Registration Number:	2923679	CLASP	
Registration Number:	2800865	BONE-LOK	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz		

OP \$315.00 4355349

Address Line 1: VLP Law Group LLP
Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER: SVB-I-SPINE (TMS)

NAME OF SUBMITTER: Diana Sanchez Bentz

SIGNATURE: /dsb1068/

DATE SIGNED: 10/26/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between SILICON VALLEY BANK (“Bank”) and INTERVENTIONAL SPINE, INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 servicemark 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 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.

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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally solely for the purposes of 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 with the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials containing amended exhibits reflecting such new Intellectual Property Collateral.

3. 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.

4. 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.

5. 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.

6. 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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California 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.

GRANTOR:

INTERVENTIONAL SPINE, INC.


By: WALTER A. DUMAS

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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.

GRANTOR:

INTERVENTIONAL SPINE, INC.

.....
By:

Title:

BANK:

SILICON VALLEY BANK


.....

By: Kevin Fleischman

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR BONE FIXATION WITH SECONDARY COMPRESSION	20150018891 14216400	01/15/2015 03/17/2014
METHOD AND APPARATUS FOR SACROILIAC JOINT FIXATION	20150012051 14030391	01/08/2015 09/18/2013
METHOD AND APPARATUS FOR MINIMALLY INVASIVE INSERTION OF INTERVERTEBRAL IMPLANTS	20140277204 14183108	09/18/2014 02/18/2014
METHOD AND APPARATUS FOR MINIMALLY INVASIVE INSERTION OF INTERVERTEBRAL IMPLANTS	20140257296 13794035	09/11/2014 03/11/2013
DISTAL BONE ANCHORS FOR BONE FIXATION WITH SECONDARY COMPRESSION	20140142629 14023192	05/22/2014 09/10/2013
METHOD AND APPARATUS FOR MINIMALLY INVASIVE INSERTION OF INTERVERTEBRAL IMPLANTS	20140100660 13934003	04/10/2014 07/02/2013
METHOD AND APPARATUS FOR SACROILIAC JOINT FIXATION	20130245703 13782897	09/19/2013 03/01/2013
METHOD AND APPARATUS FOR MINIMALLY INVASIVE INSERTION OF INTERVERTEBRAL IMPLANTS	20130190769 13738368	07/25/2013 01/10/2013
DISTAL BONE ANCHORS FOR BONE FIXATION WITH SECONDARY COMPRESSION	20120277795 13466350	11/01/2012 05/08/2012
METHOD AND APPARATUS FOR MINIMALLY INVASIVE INSERTION OF INTERVERTEBRAL IMPLANTS	20120232658 13245130	09/13/2012 09/26/2011
METHOD AND APPARATUS FOR MINIMALLY INVASIVE INSERTION OF INTERVERTEBRAL IMPLANTS	20120232552 13416889	09/13/2012 03/09/2012
SPINOUS PROCESS SPACER AND IMPLANTATION PROCEDURE	20120215262 13398620	08/23/2012 02/16/2012
METHOD AND APPARATUS FOR SPINAL FIXATION	20120203290 13365792	08/09/2012 02/03/2012
INTERVERTEBRAL IMPLANT	20120197405 13358280	08/02/2012 01/25/2012
INTERVERTEBRAL IMPLANT	20120191194 13334526	07/26/2012 12/22/2011
METHOD AND APPARATUS FOR SPINAL FIXATION	20120191136 13334644	07/26/2012 12/22/2011
METHOD AND APPARATUS FOR SPINAL STABILIZATION	20110313465 13162329	12/22/2011 06/16/2011
METHOD AND APPARATUS FOR SPINAL STABILIZATION	20110264147 13177378	10/27/2011 07/06/2011
METHOD AND APPARATUS FOR SPINAL FIXATION	20110218575 13078760	09/08/2011 04/01/2011
METHOD AND APPARATUS FOR SPINAL STABILIZATION	20110152933 13035889	06/23/2011 02/25/2011
INTERVERTEBRAL IMPLANT AND INSTALLATION TOOL	20110130838 12994736	06/02/2011 05/21/2009
SPINOUS PROCESS SPACER AND IMPLANTATION PROCEDURE	20110040332 12854774	02/17/2011 08/11/2010
SYSTEM AND METHOD FOR SPINAL FIXATION	20100331891 12821980	12/30/2010 06/23/2010
METHOD AND APPARATUS FOR BONE FIXATION WITH SECONDARY COMPRESSION	20090069813 12267460	03/12/2009 11/07/2008
METHOD AND APPARATUS FOR SPINAL STABILIZATION	20080306537 12134886	12/11/2008 06/06/2008

DILATION INTRODUCER AND METHODS FOR ORTHOPEDIC SURGERY	20080287981	11/20/2008
	12124966	05/21/2008
INTERVERTEBRAL IMPLANT	20080140207	06/12/2008
	11952900	12/07/2007
DEPLOYMENT TOOL FOR DISTAL BONE ANCHORS WITH SECONDARY COMPRESSION	20080108996	05/08/2008
	11972493	01/10/2008
Method and apparatus for minimally invasive insertion of intervertebral implants	8852243	10/07/2014
	13934003	07/02/2013
Method and apparatus for minimally invasive insertion of intervertebral implants	8852242	10/07/2014
	13933912	07/02/2013
Method and apparatus for minimally invasive insertion of intervertebral implants	8597333	12/03/2013
	13738368	01/10/2013
Method and apparatus for spinal stabilization	9028533	05/12/2015
	13177378	07/06/2011
Method and apparatus for spinal fixation	8945190	02/03/2015
	13334644	12/22/2011
Method and apparatus for bone fixation with secondary compression	8715284	05/06/2014
	11050966	02/04/2005
Intervertebral implant	8568481	10/29/2013
	13334526	12/22/2011
Distal bone anchors for bone fixation with secondary compression	8551094	10/08/2013
	13466350	05/08/2012
Method and apparatus for minimally invasive insertion of intervertebral implants	8518087	08/27/2013
	13416889	03/09/2012
Method and apparatus for minimally invasive insertion of intervertebral implants	8394129	03/12/2013
	13245130	09/26/2011
Method and apparatus for spinal fixation	8109977	02/07/2012
	11623290	01/15/2007
Intervertebral implant	8105382	01/31/2012
	11952900	12/07/2007
Method and apparatus for spinal stabilization	7998176	08/16/2011
	12134886	06/06/2008
Method and apparatus for spinal fixation	7993377	08/09/2011
	11623270	01/15/2007
Method and apparatus for spinal fixation	7938832	05/10/2011
	11738371	04/20/2007
Method and apparatus for spinal stabilization	7901438	03/08/2011
	11296881	12/08/2005
Method and apparatus for spinal stabilization	7857832	12/28/2010
	11185442	07/20/2005
Method and apparatus for spinal fixation	7824429	11/02/2010
	10623193	07/18/2003
Tool for bone fixation device	7686807	03/30/2010
	10790670	03/01/2004
Method and apparatus for spinal stabilization	7648523	01/19/2010
	11056991	02/11/2005
Method and apparatus for bone fixation with secondary compression	7556629	07/07/2009
	10830631	04/23/2004
Deployment tool for distal bone anchors with secondary compression	7326211	02/05/2008
	10790671	03/01/2004

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ALLOSHEATH	4355349	06/18/2013
PERX360° SYSTEM	4332413	05/07/2013
OPTICAGE	4234791	10/30/2012
BONE-LOK	4106270	02/28/2012
TELEPORT	3146524	09/19/2006
PERPOS-FUSE	3747630	02/09/2010
OFTEN IMITATED, NEVER DUPLICATED	3944795	04/12/2011
PERPOS	3524778	10/28/2008
	3456787	07/01/2008
[design only]		
INTERVENTIONAL SPINE	3354573	12/11/2007
CLASP	2923679	02/01/2005
BONE-LOK	2800865	12/30/2003

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE