

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ORTHEX, LLC		06/04/2019	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Squadron Capital LLC		
<b>Street Address:</b>	18 HARTFORD AVENUE		
<b>City:</b>	Granby		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06035		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5041346	ORTHEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122076400		
<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>			
<b>Phone:</b>	312-207-1000		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	Joel Schaider		
<b>Address Line 1:</b>	10 South Wacker Drive		
<b>Address Line 2:</b>	Reed Smith, LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Joel Schaider		
<b>SIGNATURE:</b>	/Joel Schaider/		
<b>DATE SIGNED:</b>	06/04/2019		
<b>Total Attachments: 4</b>			
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source=Grant of Trademark Security Interest - Orthex #page2.tif			
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OP \$40.00 5041346

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, ORTHEX, LLC**, a Florida limited liability company (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to that certain Fourth Amended and Restated Loan and Security Agreement dated as of June 4, 2019(as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “Loan Agreement”) by and among Squadron Capital LLC, a Delaware limited liability company (“Lender”), OrthoPediatrics Corp., a Delaware corporation (“OrthoPediatrics”), OrthoPediatrics US Distribution Corp., a Delaware corporation, (“OrthoPediatrics US Distribution”), OrthoPediatrics EU Limited, a company incorporated and registered in England and Wales (“OrthoPediatrics EU”), OrthoPediatrics Aus Pty Ltd., a company organized under the laws of Australia (“OrthoPediatrics Aus”) and OrthoPediatrics NZ Ltd., a company organized under the laws of New Zealand (“OrthoPediatrics NZ”) and Orthex, LLC, a Florida limited liability company (“Orthex” and together with OrthoPediatrics, OrthoPediatrics US Distribution, OrthoPediatrics EU OrthoPediatrics Aus and OrthoPediatrics NZ, “Borrowers” and individually a “Borrower”), Lender has made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to extend certain credit facilities to Borrowers. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Loan Agreement; and

**WHEREAS**, pursuant to the terms of the Loan Agreement, Grantor, as a Borrower, has created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, the Trademark Collateral (as defined herein);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Security Agreement, Grantor hereby grants to Lender a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all trademarks and rights, title and interests in trademarks under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the trademarks set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold,

licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral 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.

**[The remainder of this page intentionally left blank.]**

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of June 4, 2019.

ORTHEX, LLC

By: 

Name: Fred Hite

Title: Manager

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Trademark</b>	<b>Goods and Services</b>	<b>Serial No.</b>	<b>Filing Date</b>
<b>ORTHEX</b>	<b>Class 10: Medical apparatus and instruments for use in orthopedic surgery</b>	<b>5041346</b>	<b>9/13/2016</b>