

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APIFIX LTD.		08/07/2020	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	Squadron Capital LLC		
Street Address:	18 HARTFORD AVENUE		
City:	GRANBY		
State/Country:	CONNECTICUT		
Postal Code:	06035		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4828023	APIFIX	
Serial Number:	88916295	REFUSE TO FUSE	
Serial Number:	88916311	THE INTERNAL BRACE OPTION	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Joel R. Schaider		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Joel R. Schaider		
SIGNATURE:	/Joel R. Schaider/		
DATE SIGNED:	08/13/2020		
Total Attachments: 4			
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OP \$90.00 4828023

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, APIFIX LTD., a company organized under the laws of Israel (“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 December 31, 2017 (as amended and as it may hereafter be further 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”), Grantor, 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”), OrthoPediatrics NZ Ltd., a company organized under the laws of New Zealand (“OrthoPediatrics NZ”), Orthex, LLC, a Florida limited liability company (“Orthex”), OP EU B.V., a company organized under the laws of the Netherlands (“OP EU Netherlands”), OP Netherlands B.V., a company organized under the laws of the Netherlands (“OP Netherlands”), Telos Partners, LLC, a Colorado limited liability company (“Telos”), and ApiFix, Inc., a Delaware corporation (“ApiFix” and together with Grantor, OrthoPediatrics, OrthoPediatrics US Distribution, OrthoPediatrics EU, OrthoPediatrics Aus, OrthoPediatrics NZ, Orthex, OP EU Netherlands, OP Netherlands and Telos, “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

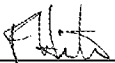
by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected 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.

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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 August 7, 2020.

APIFIX LTD.

By:  _____
Fred Hite
Authorized Representative

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

Mark/Name	Full Goods/Services	Owner Information	App. No./Reg. No.
APIFIX	(Int'l Class: 10) medical devices for spinal disc repair in the nature of spinal disc implants made from artificial substances; medical devices, namely, spinal implants composed of artificial materials; medical, surgical and orthopaedic implants made of artificial materials; spinal implants composed of artificial material; surgical and medical implant devices composed of artificial materials, namely, vertebral staple-shaped implants	Apifix LTD., Formerly Apifix (Israel Corp.)	RN: 4828023 SN: 86266710
REFUSE TO FUSE	(Int'l Class: 10) Medical devices for use in the field of orthopedics, medical devices, namely, spinal implants composed of artificial materials	Apifix LTD. (Israel Limited Company	SN: 88916295
THE INTERNAL BRACE OPTION	(Int'l Class: 10) Medical devices for use in the field of orthopedics, medical devices, namely, spinal implants composed of artificial materials	Apifix LTD. (Israel Limited Company (Ltd.))	SN: 88916311