

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacon Orthopaedic Partners Parent, LLC		12/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank, as Agent		
Street Address:	300 Park Avenue, Fourth Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Private Bank: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88753880	OA ORTHOALLIANCE	
Serial Number:	88753891	ORTHOALLIANCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-655-2545		
Email:	kwinstead@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	Attn: Kelly Winstead		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Kelly Winstead		
SIGNATURE:	/Kelly Winstead/		
DATE SIGNED:	12/23/2020		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Beacon Orthopaedic Partners Parent, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other limited liability company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 23, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Bank, as Agent

Street Address: 300 Park Avenue, Fourth Floor

City: New York

State: NY

Country: USA Zip: 10022

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Private Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
88753880; 88753891

B. Trademark Registration No.(s)
N/A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule I

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kelly Winstead

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas
30th Floor

City: New York

State: NY Zip: 10020

Phone Number: 212-655-2545

Docket Number: N/A

Email Address: kwinstead@chapman.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

12/23/2020

Date

Kelly Winstead

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 23, 2020, is made by **BEACON ORTHOPAEDIC PARTNERS PARENT, LLC**, a Delaware limited liability company (“Holdings”), as Grantor (together with each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a “Grantor” and collectively, the “Grantors”), in favor of **ALLY BANK** (“Ally”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of July 19, 2019 (as amended, restated or supplemented from time to time, the “Loan Agreement”), by and among **BEACON ORTHOPAEDIC PARTNERS MSO, LLC**, a Delaware limited liability company (“Beacon MSO”), **Holdings**, **BEACON ORTHOPAEDIC PARTNERS HOLDCO, LLC**, a Delaware limited liability company (“Intermediate Holdings”), **BEACON ORTHOPAEDICS SURGERY CENTER, LLC**, an Ohio limited liability company (“Beacon ASC”), any other Guarantor from time to time a party hereto (collectively with Holdings, Intermediate Holdings, and Beacon ASC, individually and collectively, “Guarantor”), the financial institution(s) listed on the signature pages thereof and their respective successors and Eligible Assignees (each individually a “Lender” and collectively “Lenders”) and Ally, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders to make their respective extensions of credit to Borrower in accordance with the Loan Agreement, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto (except for Excluded Assets);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.


Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

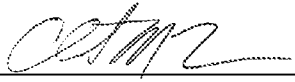
GRANTOR:

BEACON ORTHOPAEDIC PARTNERS PARENT, LLC

By 
Name: Andrew Blankemeyer
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ALLY BANK, as Agent

By 
Name: Christopher Lee
Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations and Applications**

1. TRADEMARK APPLICATIONS

Mark	Owner	Filing Jurisdiction	Filing Date	Serial Number
OA ORTHOALLIANCE	Beacon Orthopaedic Partners Parent, LLC	US	January 10, 2020	88753880
ORTHOALLIANCE	Beacon Orthopaedic Partners Parent, LLC	US	January 10, 2020	88753891