

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORTHOPEDIATRICS CANADA ULC		11/15/2022	unlimited liability company: CANADA
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: 10			
Property Type	Number	Word Mark	
Registration Number:	3505330	FASSIER-DUVAL TELESCOPIC INTRA-MEDULLARY	
Registration Number:	4064889	THE HINGE PEDIATRIC PLATING SYSTEM	
Registration Number:	3969044	HINGE PLATE	
Registration Number:	5553365	PEGA MEDICAL	
Registration Number:	5553366		
Registration Number:	5548857	THE FREE GLIDING SCFE SCREW SYSTEM	
Registration Number:	5549089	SLIM	
Registration Number:	5707893	GAP NAIL	
Registration Number:	5580548	LOLLIPOP	
Serial Number:	97173929	GIRO	
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:	Nina Habib Borders		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith LLP		

OP \$265.00 3505330

Address Line 4:	Chicago, ILLINOIS 60606
NAME OF SUBMITTER:	Nina Habib Borders
SIGNATURE:	/Nina Habib Borders/
DATE SIGNED:	02/03/2023
Total Attachments: 3 source=OP Grant of Trademark Security Interest (Orthopediatrics Canada ULC to Squadron 11-15-2022)#page1.tif source=OP Grant of Trademark Security Interest (Orthopediatrics Canada ULC to Squadron 11-15-2022)#page2.tif source=OP Grant of Trademark Security Interest (Orthopediatrics Canada ULC to Squadron 11-15-2022)#page3.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ORTHOPEDIATRICS CANADA ULC, an unlimited liability company under the laws of British Columbia, doing business as Pega Medical (“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, and the other borrowers party thereto (each a “Borrower” and collectively, the “Borrowers”), 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.

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 November 15, 2022.

ORTHOPEDIATRICS CANADA ULC

By: David Bailey
Name: David Bailey
Title: President and Chief Executive Officer

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

Country	Mark	Serial No.	Reg. No.
US	FASSIER-DUVAL TELESCOPIC INTRA-MEDULLARY SYSTEM	78/848,696	3,505,330
US	THE HINGE PEDIATRIC PLATING SYSTEM	85/015,081	4,064,889
US	Hinge Plate Logo (design plus words) 	85/015,091	3,969,044
US	PEGA MEDICAL	87/612,622	5,553,365
US	PEGA MEDICAL Logo (design) 	87/612,652	5,553,366
US	The Free Gliding SCFE Screw System	87/615,911	5,548,857
US	SLIM Logo (design plus words) 	87/671,410	5,549,089
US	GAP NAIL Logo (words in stylized form) 	87/881,110	5,707,893
US	LOLLIPOP	87/825,253	5,580,548
US	GIRO	97173929	