

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828611

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orthopaedic Identity, LLC		07/31/2023	Limited Liability Company: NEBRASKA
Nebraska Orthopaedic Hospital, LLC		07/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	320 S. Canal Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5371942	ORTHONEBRASKA	
<b>Registration Number:</b>	5690323	O	
<b>Registration Number:</b>	7097974	ORTHONEBRASKA	
<b>Registration Number:</b>	3464839	OPTIMUM STRIDE	
<b>Registration Number:</b>	3273248	NEBRASKA ORTHOPAEDIC HOSPITAL SPECIALIZI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295817		
<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>	8888295819		
<b>Email:</b>	anna.southon@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 S Lasalle		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Nancy A. Zarazua		
<b>SIGNATURE:</b>	/Nancy A. Zarazua/		

OP \$140.00 5371942

<b>DATE SIGNED:</b>	08/01/2023
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**Total Attachments: 9**

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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):

Orthopaedic Identity, LLC

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) Nebraska

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) July 31, 2023

- 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: BMO Harris Bank N.A., as Administrative Agent

Street Address: 320 S. Canal Street

City: Chicago

State: IL

Country: US Zip: 60606

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship U.S. Nat'l Banking Association  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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 \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I

See Schedule I

Additional sheet(s) attached?  Yes  No

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

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

Name: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 320 S. Canal Street

City: Chicago

State: IL Zip: 60606

Phone Number: 312-845-5133

Docket Number: \_\_\_\_\_

Email Address: zarazua@chapman.com

6. Total number of applications and registrations involved: 5

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: Nancy A. Zarazua, for Chapman and Cutler LLP  
Signature

July 31, 2023  
Date

Nancy A. Zarazua, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

1. Name of conveying party(ies) (cont.):  
Nebraska Orthopaedic Hospital, LLC  
Delaware limited liability company

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of July 31, 2023, is made by and among Orthopaedic Identity, LLC, a Nebraska limited liability company (“Orthopaedic Identity”), and Nebraska Orthopaedic Hospital, LLC, a Delaware limited liability company (“Hospital”, together with Orthopaedic Identity, each a “Grantor” and, collectively, the “Grantors”), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, “Administrative Agent”) for the Secured Parties and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2023 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, the Holdings Entities, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Administrative Agent, the Lenders and the Letter of Credit Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Letter of Credit Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of

the Secured Parties 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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 and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Nebraska Orthopaedic Hospital, LLC,  
Orthopaedic Identity, LLC,  
each as a Grantor

By: *Tara Wisdom*  
Name: Tara Wisdom  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**BMO HARRIS BANK N.A.**,  
as Administrative Agent



By:           *Matt Lynch*            
Name: Matt Lynch  
Title: Vice President



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS


Owner	Title	Reg. No.	Reg. Date	Jurisdiction of Registration
Orthopaedic Identity, LLC	ORTHONEBRASKA	5,371,942	6/2/2018	United States
Orthopaedic Identity, LLC		5,690,323	3/5/2019	United States
Orthopaedic Identity, LLC	ORTHONEBRASKA	7,097,974	7/4/2023	United States
Nebraska Orthopaedic Hospital, LLC	OPTIMUM STRIDE	3,464,839	7/8/2008	United States
Nebraska Orthopaedic Hospital, LLC	NEBRASKA ORTHOPAEDIC HOSPITAL SPECIALIZING IN YOU and Design 	3,273,248	8/7/2007	United States
Nebraska Orthopaedic Hospital, LLC	NEBRASKA ORTHOPAEDIC HOSPITAL RETAIL PHARMACY	10179294	7/15/2013	Nebraska
Orthopaedic Identity, LLC	ORTHONEBRASKA RHEUMATOLOGY	10244316	6/2/2017	Nebraska
Orthopaedic Identity, LLC	ORTHONEBRASKA CLINIC	10244318	6/2/2017	Nebraska
Orthopaedic Identity, LLC	ORTHONEBRASKA HOSPITAL	10244319	6/2/2017	Nebraska
Orthopaedic Identity, LLC	ORTHONEBRASKA CLINICS <b>Cross References:</b>	10244317	6/2/2017	Nebraska

	ORTHO NEBRASKA CLINICS			
Orthopaedic Identity, LLC	ORTHONEBRASKA	10243830	5/23/2017	Nebraska

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

Owner	Title	Reg. No.	Reg. Date	Jurisdiction of Registration	Licensed to another person/entity?
Orthopaedic Identity, LLC	ORTHONEBRASKA	5,371,942	6/2/2018	United States	Nebraska Orthopaedic Hospital, LLC and OrthoWest, LLC
Orthopaedic Identity, LLC		5,690,323	3/5/2019	United States	Nebraska Orthopaedic Hospital, LLC and OrthoWest, LLC
Orthopaedic Identity, LLC	ORTHONEBRASKA	7,097,974	7/4/2023	United States	Nebraska Orthopaedic Hospital, LLC and OrthoWest, LLC
Orthopaedic Identity, LLC	ORTHONEBRASKA CLINIC	10244318	6/2/2017	Nebraska	OrthoWest, LLC
Orthopaedic Identity, LLC	ORTHONEBRASKA HOSPITAL	10244319	6/2/2017	Nebraska	Nebraska Orthopaedic Hospital, LLC
Orthopaedic Identity, LLC	ORTHONEBRASKA CLINICS <b>Cross References:</b> ORTHO NEBRASKA CLINICS	10244317	6/2/2017	Nebraska	OrthoWest, LLC

Orthopaedic Identity, LLC	ORTHONEBRASKA	10243830	5/23/2017	Nebraska	Nebraska Orthopaedic Hospital, LLC and OrthoWest, LLC
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