# OP \$165.00.00 7751489

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI254047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Orthalign, Inc.		12/22/2023	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Company Name:	CRG Servicing LLC
Street Address:	1000 Main Street, Ste. 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3848317	ORTHALIGN
Registration Number:	3848346	KNEEALIGN
Registration Number:	4335079	HIPALIGN
Registration Number:	4474129	ORTHALIGN PLUS
Registration Number:	5302111	UNIALIGN
Registration Number:	6229753	LANTERN

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 2128354858

**Email:** annie.allison@haynesboone.com

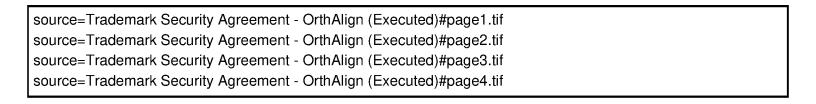
Correspondent Name: Annie Allison

Address Line 1:30 Rockefeller Plaza, 26th FloorAddress Line 4:New York, NEW YORK 10112

NAME OF SUBMITTER:	SHARRON ALLISON
SIGNATURE:	SHARRON ALLISON
DATE SIGNED:	05/23/2024

**Total Attachments: 4** 

TRADEMARK REEL: 008440 FRAME: 0756



TRADEMARK REEL: 008440 FRAME: 0757

#### TRADEMARK SECURITY AGREEMENT

December 22, 2023

WHEREAS, ORTHALIGN, INC., a Delaware corporation (the "Grantor"), is a party to (a) that certain Security Agreement, dated as of December 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, "Administrative Agent"), pursuant to which the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties (here and hereafter as such term is defined in the Term Loan Agreement (as defined below)), a security interest in all of such Grantor's right, title and interest in, to and under substantially all of its personal property, including without limitation the trademarks listed on Schedule A hereto and (b) that certain Term Loan Agreement, dated as of December 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among the Grantor as borrower, the subsidiary guarantors from time to time party thereto and Administrative Agent; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Trademark Security Agreement (this "<u>Trademark Security Agreement</u>").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as such term is defined in the Term Loan Agreement), the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title, goodwill, and interest in, to and under all of the Trademarks whether now owned or hereafter acquired and whether now existing or hereafter coming into existence, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on Schedule A hereto, and all registrations and pending applications associated therewith (excluding any United States application for registration of a trademark filed on an intent-to-use basis solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law; provided, that, upon submission of a "Statement of Use" or an "Amendment to Allege Use", such intent-to-use application shall constitute and shall be considered Collateral). Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4856-8821-0071 v.3

TRADEMARK REEL: 008440 FRAME: 0758 This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

4856-8821-0071 v.3

TRADEMARK REEL: 008440 FRAME: 0759

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

ORTHALIGN, INC., as the Grantor

Name: Mike Bushlack

Title: Chief Financial Officer

**REEL: 008440 FRAME: 0760** 

# Schedule A to Trademark Security Agreement

# TRADEMARKS AND TRADEMARK REGISTRATIONS

# <u>U.S. Trademark Registration(s)</u>:

Mark	Reg. No.	Reg. Date
ORTHALIGN	3848317	9/14/2010
KNEEALIGN	3848346	9/14/2010
HIPALIGN	4335079	5/14/2013
ORTHALIGN PLUS	4474129	1/28/2014
UNIALIGN	5302111	10/3/2017
LANTERN	6229753	12/22/2020

TRADEMARK REEL: 008440 FRAME: 0761

RECORDED: 05/23/2024