

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Life Spine, Inc.		02/08/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	380 Interlocken Crescent
Internal Address:	Suite 600
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	3103274	PILOT
Registration Number:	3108813	ARX
Registration Number:	3319682	CONQUEST
Registration Number:	3302056	PROLIFT
Registration Number:	3208556	GHOST
Registration Number:	3249289	PLATEAU
Registration Number:	3159396	LIFE SPINE
Registration Number:	3674186	DYNA-LINK
Registration Number:	3558579	DESIGNS FOR LIFE
Registration Number:	3648289	SATURN
Registration Number:	3484134	LYNX
Registration Number:	3813205	FS3
Registration Number:	3809692	AVATAR

**900184909**

**TRADEMARK  
 REEL: 004486 FRAME: 0267**

**CH \$640.00 3103274**

Registration Number:	3809812	PRESIDIO
Registration Number:	3809813	SOLSTICE
Registration Number:	3852646	SOLSTICE
Registration Number:	2985956	KINETIC
Serial Number:	78889981	PINNACLE
Serial Number:	77513297	APEX
Serial Number:	77584343	FRONTIER
Serial Number:	77584370	GIZMO
Serial Number:	77799412	SENTINEL
Serial Number:	77825844	CENTRIC
Serial Number:	85101673	OCTAVE
Serial Number:	78524833	NEO

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	686935
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/24/2011

**Total Attachments: 15**

source=2-24-11 Life Spine-TM#page1.tif  
source=2-24-11 Life Spine-TM#page2.tif  
source=2-24-11 Life Spine-TM#page3.tif  
source=2-24-11 Life Spine-TM#page4.tif  
source=2-24-11 Life Spine-TM#page5.tif  
source=2-24-11 Life Spine-TM#page6.tif  
source=2-24-11 Life Spine-TM#page7.tif  
source=2-24-11 Life Spine-TM#page8.tif  
source=2-24-11 Life Spine-TM#page9.tif  
source=2-24-11 Life Spine-TM#page10.tif  
source=2-24-11 Life Spine-TM#page11.tif  
source=2-24-11 Life Spine-TM#page12.tif  
source=2-24-11 Life Spine-TM#page13.tif  
source=2-24-11 Life Spine-TM#page14.tif



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 9, 2011 by and between SILICON VALLEY BANK ("Bank") and LIFE SPINE, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to, among others, Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and, among others, Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Life Spine, Inc.  
2401 W Hassell Road, Suite 1535  
Hoffman Estates, Illinois 60169  
Attn: Mr. Michael Butler

GRANTOR:

LIFE SPINE, INC.

By: \_\_\_\_\_  
Name: Michael S. Rutk  
Title: President

Address of Bank:

Silicon Valley Bank  
380 Interlocken Crescent  
Suite #600  
Broomfield, CO 80021  
Attn: Mr. Adam Glick

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Life Spine, Inc.  
2401 W Hassell Road, Suite 1535  
Hoffman Estates, Illinois 60169 Attn: Mr.  
Michael Butler

LIFE SPINE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

Address of Bank:

Silicon Valley Bank  
380 Interlocken Crescent  
Suite #600  
Broomfield, CO 80021  
Attn: Mr. Adam Glick

SILICON VALLEY BANK

By: Adam Glick  
Name: Adam Glick  
Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE.



EXHIBIT B

Patents


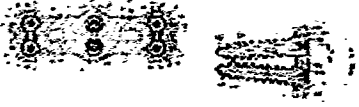
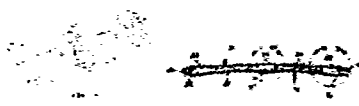
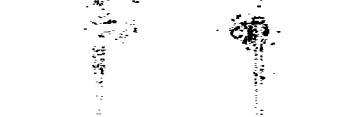
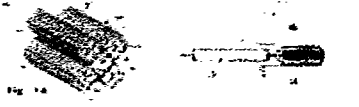
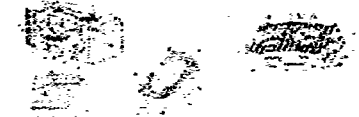



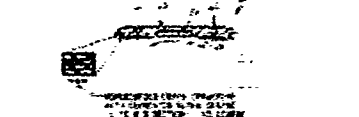
Description

SEE ATTACHED

Registration/  
Application  
Number


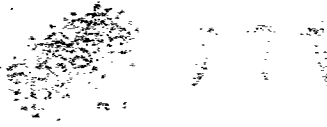
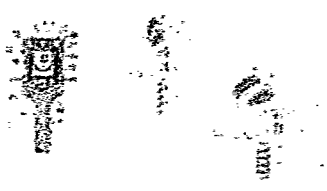
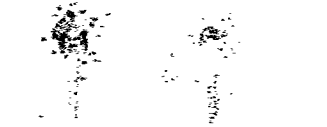


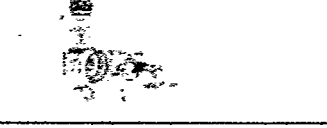
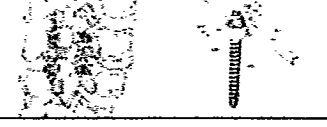

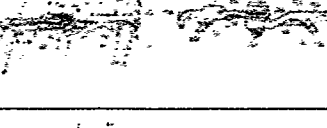
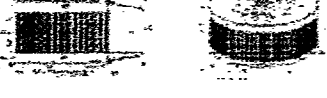
Registration/  
Application  
Date


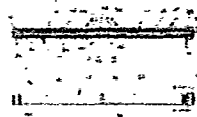
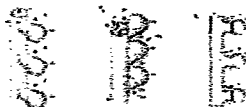








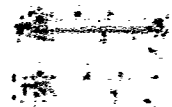
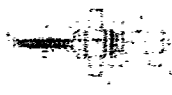
**Life Spine Intellectual Property 2011 Summary**

Patent Name	Application Number	
Dynamic cervical plates and cervical plate constructs	11/022,461  <b>GRANTED</b> Patent # 7318825  Japanese Patent Australian Patent (Awaiting Patent #s)	
Spine plate with bone screw relief area	12/072,357	
Spine plate with configured bone screw bores	12/072,485	
Pedicule screw constructs and spinal rod attachment assemblies	11/651,721	
Expandable spinal devices and method of insertion	11/394,719  <b>GRANTED</b> Patent #7731751	
Cervical and lumbar spinal interbody devices	11/900,944	
Radially expandable spinal interbody device and implantation tool	12/079,737	
Dynamic spinal stabilization device and systems	11/601,472	
Height adjustable spinal prostheses	12/079,670	
Method for fabricating medical devices	12/156,354	

CONFIDENTIAL




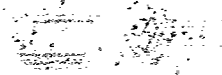
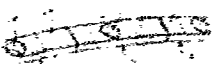


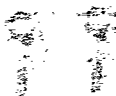





1.18.11

Patent Name	Application Number	
Stenotic device	11/801,291	
Static and dynamic cervical plates and cervical plate constructs	11/022,504	
Pedicle screw constructs for spine fixation systems	11/034,300 <b>GRANTED</b> US Patent #7678137  Japanese Patent #4,621,691	
Pedicle screw constructs for spine fixation systems	11/829,814	
Dynamic cervical plates and cervical plate constructs	12/008,550	
Spinal fixation system (also pending in Europe)	10/864,673	
Spinal fixation system	11/461,987	
Spinal fixation system	11/071,604 <b>GRANTED</b> US Patent #7744635	
Structure for joining and retaining multi-part orthopedic implants	11/709,022	
Multi-axial spinal cross connectors	11/906,804	
Spinal disc prostheses	12/148,487	

Patent Name	Application Number	
Spinal Cross-Connector	12/172,225	
Resilient spinal rod system with controllable angulation	12/196,438	
Expandable spinal spacer	12/234,634	
Spinal interbody extractor	12/239,767	
Spinal Interbody device	12/209,884	
Foldable Orthopedic Implanter	12/258,705	
Curved cross-connector	12/348,279	
Hinged spinal fusion cages	12/355,557	
Breakaway screw head	12/412,701	
Plate w/proj. & socket int.	12/070,683	
Single-step rod connector	12/417,379	
Spinal Rod Guide for a Vertebral Screw Spinal Rod Connector	12/408,684	
Screw head	12/417,379	

CONFIDENTIAL

1.18.11

Patent Name	Application Number	
Screw head with v slot	12/487.794	
Posterior Plating System	12/492.668	
PEEK Mesh	12/552.708	
Facet clamp	12/572.101	
Single Sided Dynamic Plate	12/550.013	
V-Shaped Spinal Rod	12/556.898	
Spinal Disc Herniation	12/573.004	
Posterior Cerv. X-Connector	12/645.110	
Dynamic Posterior Cervical Cross Connector	12/713.635	
Dynamic Plate System	12/730.940	
Deployment Apparatus	12/797.360	
Flexible Spinal Spacer	12/694.051	
Spacer and load sharing plate	12/836.285	



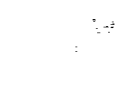
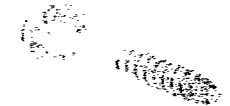
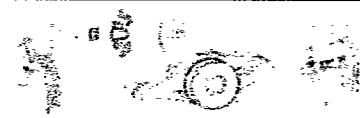




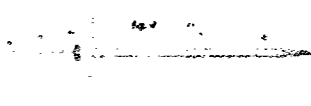
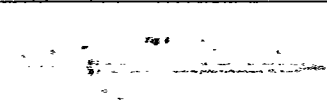


Patent Name	Application Number	
Disc fissure implant	12/752,287	
Lamnioplasty rod system	12/917,666	
Expandable spinal devices and method of insertion	12/789,257	
FS3 Screws	61/355,905	
SP Clips	61/355,204	
Ded X-Connector Screw	61/358,050	
Locking screw driver/tool	61,408,767	
Spinal fixation system	<i>In Process, Not Yet Filed</i>	
Spinal fixation system	12/825,176	
Pedicle Dart System	12/009,496	
Pedicle Dart System	12/321,311	
Adjustable Spine Distraction Implant	12/100,718	
Prosthetic Spinous Process and Method	11/296,470	

EXHIBIT C

Trademarks

Description

SEE ATTACHED

Registration/  
Application  
Number

Registration/  
Application  
Date

Type	Name	Status	Serial No.	Reg. No.
TM	PILOT	Registered 6/13/2006	78/524,846	3,103,274
TM	ARX	Registered 6/27/2006	78/524,849	3,108,813
TM	NEO	Registered 5/27/2008	78/524,833	3,436,034
TM	CONQUEST	Registered 10/23/2007	78/524,841	3,319,682
TM	PROLIFT	Registered 10/2/2007	78/854,668	3,302,056
TM	GHOST	Registered 2/13/2007	78/858,783	3,208,556
TM	PINNACLE	Abandoned	78/889,981	-
TM	PLATEAU	Registered 6/5/2007	78/890,013	3,249,289
TM	LIFE SPINE	Registered 10/17/2006	76/567,609	3,159,396
TM	Dyna Link	Registered 8/25/2009	77/513,261	3,674,186
TM	Designs For Life	Registered 1/6/2009	77/287,166	3,558,579
TM	SATURN	Registered 6/30/2009	77/328,921	3,648,289
TM	LYNX	Registered 8/12/2008	77/358,914	3,484,134
TM	APEX	Abandoned	77/513,297	-
TM	FRONTIER	Abandoned	77/584,343	-
TM	GIZMO	Filed 10/2/2008, SOU due 1/20/2011	77/584,370	-
TM	FS3	Registered 7/6/2010	77/799,509	3,813,205
TM	SENTINEL	Abandoned	77/799,412	-
TM	AVATAR	Registered 6/29/2010	77/819,690	3,809,692
TM	CENTRIC	Filed 9/14/2009, SOU due 2/28/2011	77/825,844	-
TM	PRESIDIO	Registered 6/29/2010	77/836,966	3,809,812
TM	SOLSTICE I	Registered 6/29/2010	77/837,069	3,809,813
TM	SOLSTICE II	Registered 9/28/2010	77/879,072	3,852,646
TM	KINETIC	Registered 8/16/2005	76/567,608	2,985,956
TM	OCTAVE	Filed 8/6/2010	85/101,673	-



EXHIBIT D

Mask Works

Description

None.

Registration/  
Application  
Number

Registration/  
Application  
Date

1267341 1