

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
K2M, Inc.		10/29/2012	CORPORATION: DELAWARE
K2M Holdings, Inc.		10/29/2012	CORPORATION: DELAWARE
K2M UK Limited		10/29/2012	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	275 Grove St., Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	3266231	ALEUTIAN
Registration Number:	3887232	ARI
Registration Number:	3490064	CASPIAN
Registration Number:	3880354	CHESAPEAKE
Registration Number:	4149875	CRICKET
Registration Number:	3254127	DENALI
Registration Number:	4067895	EVEREST
Registration Number:	3276357	K2M
Registration Number:	3529040	K2M
Registration Number:	3272971	K2M
Registration Number:	4223154	K2M
Registration Number:	3338047	MESA
Serial Number:	85593996	MESA RAIL

OP \$790.00 3266231

Registration Number:	3661782	NAPA
Registration Number:	3393027	NATURAL BRIDGE
Registration Number:	3525446	POTOMAC
Registration Number:	3325782	PYRENEES
Serial Number:	85587028	RAIL 4D
Serial Number:	85679575	· RAIL 4D TECHNOLOGY ·
Registration Number:	3338046	RANGE
Registration Number:	3949295	RAVINE
Serial Number:	77530292	SANTORINI
Registration Number:	3399124	SERENGETI
Registration Number:	3396417	SURGEON DRIVEN DESIGN
Registration Number:	3604025	TERRA NOVA
Registration Number:	3895026	VIKOS
Registration Number:	3494337	ZERO-TORQUE TECHNOLOGY
Serial Number:	85587030	SANTORINI
Serial Number:	77878981	HYDROBOND
Registration Number:	3547906	CAYMAN
Registration Number:	3911316	CASPIAN

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F141928
NAME OF SUBMITTER:	Laura A. Kenerson
Signature:	/Laura A. Kenerson/
Date:	10/30/2012

Total Attachments: 17
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of October 29, 2012, is entered into by and among K2M, INC., a Delaware corporation, K2M HOLDINGS, INC., a Delaware corporation, K2M UK LIMITED, a company organized under the laws of the United Kingdom (individually, a "*Grantor*", and collectively, the "*Grantors*") and SILICON VALLEY BANK, as Administrative Agent (in such capacity, the "*Assignee*") pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Domestic Guarantee and Collateral Agreement*"), among Assignee and the Grantors, (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Domestic Credit Agreement*"), among the Grantors, Assignee and the Lenders party thereto, (iii) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*EXIM Guarantee and Collateral Agreement*" and together with the Domestic Guarantee and Collateral Agreement, collectively, the "*Guarantee and Collateral Agreement*"), among Assignee and the Grantors, and (iv) that certain Export Import Bank Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*EXIM Credit Agreement*", and together with the Domestic Credit Agreement, collectively, the "*Credit Agreement*"), among the Grantors, Assignee and the EXIM Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by each Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement), a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Guarantee and Collateral Agreement). For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to Assignee under the Guarantee and Collateral Agreement. The rights and remedies of Assignee with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Guarantee and Security Agreement and the other Loan Documents, and those which are now or hereafter available to Assignee as a matter of law or equity. Each right, power and remedy of Assignee provided for herein or in the Credit Agreement, the Guarantee and Security Agreement or any of the other 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 Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement, the Guarantee and Security 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 Assignee, of any or all other rights, powers or remedies. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Counterparts

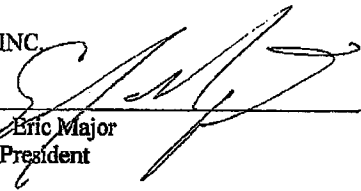
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow.]

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

GRANTORS:

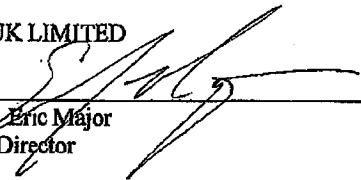
K2M, INC.

By: 
Name: Eric Major
Title: President

K2M HOLDINGS, INC.

By: _____
Name: Sean Traynor
Title: President and Treasurer

K2M UK LIMITED

By: 
Name: Eric Major
Title: Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004890 FRAME: 0932

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

GRANTORS:

K2M, INC.

By: _____
Name: Eric Major
Title: President

K2M HOLDINGS, INC.

By: _____
Name: Sean Traynor
Title: President and Treasurer

K2M UK LIMITED

By: _____
Name: Eric Major
Title: Director

Signature Page to Trademark Security Agreement

ASSIGNEE:

SILICON VALLEY BANK

By:  _____

Name: Christopher Lear

Title: Vice President

SCHEDULE A K2M U.S. TRADEMARK

*Note: All trademarks are owned by K2M, Inc.


MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
ALEUTIAN	3,266,231	Registered.	Filed 10/4/05. Registered 7/17/07.	Section 8 & 15 affidavits due between 7/17/12 and 7/17/13. 10/Medical apparatus, namely spinal spacer.	®
ARI	3,887,232	Registered.	Filed 5/12/09. Registered 12/7/2010.	Section 8 & 15 affidavits due between 12/7/2015 and 12/7/2016. 10/Surgical instruments and implants comprising artificial material used in spinal surgery.	®
CASPIAN	3,490,064	Registered. (Child of application 77/043,265.)	Filed 11/14/06. Registered 8/19/08.	Section 8 & 15 affidavits due between 8/19/13 and 8/19/14. 10/Medical and surgical spinal implants composed of artificial materials for stabilizing bones, namely, surgical spinal screws, surgical rods.	®

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MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
CHESAPEAKE	3,880,354	Registered.	Filed 4/30/08. Registered 11/23/10.	Section 8 & 15 affidavits due between 11/23/15 and 11/23/16. 10/Surgical instruments and implants comprised of artificial materials used in spinal surgery.	®
CRICKET	4,149,875	Registered	Filed 10/3/11. Registered 5/29/12.	Section 8 & 15 affidavits fur between 5/29/17 and 5/29/18. 10/Surgical instruments used in spinal applications	®
DENALI	3,254,127	Registered.	Filed 9/29/04. Registered 6/19/07.	Section 8 and 15 affidavits due between 6/19/12 and 6/19/13. 10/Medical and surgical apparatus and instruments, namely, spinal screws, plates, rods and spinal hooks.	®


MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
EVEREST	4,067,895	Registered	Filed 2/2/10. Registered 12/6/11	Section 8 and 15 affidavits due between 12/6/16 and 12/6/17. 10/Surgical instruments and surgical implants comprising artificial materials used in spinal surgery	TM
K2M	3,276,357	Registered.	Filed 9/29/04. Registered 8/7/07.	Section 8 & 15 affidavits due between 8/7/12 and 8/7/13. 10/Medical and surgical apparatus, appliances, devices and instruments, namely spinal screws, plates, spinal implants and instrumentation for inserting spinal implants.	®

MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
K2M	3,529,040	Registered.	Filed 9/29/04. Registered 11/4/08.	<p>Section 8 and 15 affidavits due between 11/4/13 and 11/4/14.</p> <p>40/Manufacture of medical and surgical apparatus, appliances, devices and instruments, namely, spinal screws and rods to the order and specification of others.</p> <p>42/Design of medical and surgical apparatus, appliances, devices and instruments, namely, spinal screws and rods; medical research in the field of medical and surgical apparatus, appliances, devices, instruments and spinal surgery; providing information in the field of designing medical and surgical apparatus, appliances, devices and instruments; consulting in the field of designing medical and surgical apparatus, appliances, devices and instruments.</p>	®

MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
K2M	3,272,971	Registered.	Filed 9/29/04. Registered 7/31/07.	Section 8 and 15 affidavits due between 7/31/12 and 7/31/13. 41/Educational services, namely conducting classes and providing training services in the field of spinal surgery and in the field of medical and surgical apparatus, appliances, devices and instruments.	®
	4,223,154	Registered	Filed 10/3/11. Registered 10/9/12.	Section 8 and 15 affidavits due between 10/9/17 and 10/9/18. 10/ Medical and surgical apparatus, appliances, devices and instruments, namely, spinal screws, plates, spinal implants and instrumentation for inserting spinal implants	®

MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
MESA	3,338,047	Registered.	Filed 11/8/06. Registered 11/20/07.	Section 8 and 15 affidavits due between 11/20/12 and 11/20/13. 10/Medical and surgical spinal implants composed of artificial materials for stabilizing bones, namely surgical spinal screws and surgical rods; surgical equipment namely devices for implantation of surgical spinal screws and rods.	®
MESA RAIL	85/593,996	Pending	Filed 4/10/12	Response to Office Action due 1/18/13. 10/ Implants used in spinal surgery comprised of artificial material.	TM
NAPA	3,661,782	Registered.	Filed 4/30/08. Registered 7/28/09.	Section 8 & 15 affidavits due between 7/28/14 and 7/28/15. 10/Surgical instrument sets, namely instruments for retracting and distracting tissue, and associated implants comprising artificial material.	®

MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
NATURAL BRIDGE	3,393,027	Registered.	Filed 10/4/05. Registered 3/4/08.	Section 8 & 15 affidavits due between 3/4/13 and 3/4/14. 10/Medical apparatus, namely, spinal implants consisting of artificial materials.	®
POTOMAC	3,525,446	Registered.	Filed 11/13/07. Registered 10/28/08.	Section 8 & 15 affidavits due between 10/28/13 and 10/28/14. 10/Surgical instruments and surgical implants comprising artificial material used in spinal surgery.	®
PYRENEES	3,325,782	Registered.	Filed 9/29/04. Registered 10/30/07.	Section 8 & 15 affidavits due between 10/30/12 and 10/30/13. 10/Medical and surgical apparatus, appliances, devices and instruments, namely, spinal screws, plates.	®
RAIL 4D	85/587,028	Pending	Filed 4/2/12.	Response to Office Action due 1/18/13. 10/ implants used in spinal surgery.	TM

MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
	85/679,575	Pending.	Filed 7/17/12.	10/ implants used in spinal surgery.	TM
RANGE	3,338,046	Registered.	Filed 11/8/06. Registered 11/20/07.	Section 8 & 15 affidavits due between 11/20/12 and 11/20/13. 10/Medical and surgical spinal implants composed of artificial materials for stabilizing bones, namely surgical plates, surgical spinal screws, surgical rods, surgical hooks, surgical spinal connectors, surgical bone staples and surgical washers.	®
RAVINE	3949295	Registered.	Filed 6/2/10. Registered 4/19/11.	Section 8 & 15 affidavits due between 4/19/16 and 4/19/2017. 10/Surgical implants comprising artificial material and surgical instrument sets for use in spinal surgery	®

MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
SANTORINI	77/530,292	Published 8/21/12.	Filed 7/24/08.	10/Surgical instruments and implants comprised of artificial material used in spinal surgery.	TM
SERENGETI	3,399,124	Registered.	Filed 12/22/06. Registered 3/18/08.	Section 8 & 15 affidavits due between 3/18/13 and 3/18/14. 10/Surgical instruments used in spinal surgery.	®
SURGEON DRIVEN DESIGN	3,396,417	Registered.	Filed 7/20/06. Registered 3/11/08.	Section 8 & 15 affidavit due between 3/11/13 and 3/11/14. 41/Educational services, namely conducting classes and providing training services in the field of surgery and in the field of medical and surgical apparatus, appliances, devices and instruments. 42/Consulting in the field of designing medical and surgical apparatus, appliances, devices and instruments.	®

MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
TERRA NOVA	3,604,025	Registered.	Filed 3/25/2008. Registered 4/7/09.	Section 8 & 15 affidavit due between 4/7/14 and 4/7/15. 10/Surgical instrument sets comprised of instruments for retracting and distracting tissue, and associated implants comprising artificial material.	®
VIKOS	3,895,026	Registered.	Filed 9/15/09. Registered 12/21/2010.	Section 8 & 15 affidavit due between 12/21/15 and 12/21/16. 10/Surgical implants used in spinal surgery.	®

MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
ZERO-TORQUE TECHNO-LOGY	3,494,337	Registered on the Supplemental Register.	Filed 7/20/06. Registered 8/26/08.	Section 8 affidavit due between 8/26/13 and 8/26/14. 10/Medical and surgical apparatus and instruments relating to the spine, namely spinal bone screws and rods; medical and surgical instruments for implanting spinal bone screws and rods. "Torque Technology" disclaimed apart from the mark as a whole.	®
SANTORINI	85587030	Published.	Filed 4/2/2012.	Surgical instruments and implants composed of artificial material used in spinal surgery.	TM
HYDROBOND	77878981	Published.	Filed 11/23/2009.	Artificial material used in spinal surgical products, namely, spinal implants; surgical instruments for use in orthopedic surgery.	TM
CAYMAN	3547906	Registered.	Filed 10/17/2007. Registered 12/16/2008.	Medical and surgical spinal implants composed of artificial materials for stabilizing bones, namely, surgical plates and surgical spinal screws.	®

MARK	SERIAL NO./ REG.NO.	STATUS	FILING DATE/ REGISTRATION DATE	DEADLINE CLASS/ GOODS & SERVICES	SYMBOL
CASPIAN	3911316	Registered.	Filed 11/14/2006. Registered 1/25/2011.	Medical and surgical spinal implants composed of artificial materials for stabilizing bones, namely, surgical plates, surgical hooks, surgical spinal connectors.	®

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