

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327280

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BREG, INC. as Grantor		12/15/2014	CORPORATION: CALIFORNIA
UNITED ORTHOPEDIC GROUP, INC., as Grantor		12/15/2014	CORPORATION: DELAWARE
MEDICAL TECHNOLOGY, INC., as Grantor		12/15/2014	CORPORATION: TEXAS
COTHERA LLC, as Grantor		12/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
INNOMEDISYS, LLC, as Grantor		12/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
VISCENT LLC, as Grantor		12/15/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Agent
Street Address:	Two Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark
Registration Number:	2796013	AIRMESH
Registration Number:	4122432	AIRTECH
Registration Number:	1790261	AOA
Registration Number:	1923511	ASCEND
Registration Number:	3712431	BIOCHILL
Registration Number:	2734767	BREG
Registration Number:	1712650	BREG
Registration Number:	3973471	BREG
Registration Number:	4061300	BREG
Registration Number:	1726657	
Registration Number:	4061301	TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3050423	FUSION
Registration Number:	1964683	INTEGRITY
Registration Number:	3379144	INTELLI-FLO
Registration Number:	3346308	KODIAK
Registration Number:	3469797	KOOL SLING
Registration Number:	4071816	LPR
Registration Number:	3850487	MOJO
Registration Number:	3957913	NEUTRAL WEDGE
Registration Number:	2900945	NEUTRAL WEDGE
Registration Number:	3066723	ORTHO SELECT
Registration Number:	2018141	PERFORMANCE
Registration Number:	2445909	POLAR CARE
Registration Number:	2750593	PTO
Registration Number:	3765050	SCOUT
Registration Number:	4070650	SLINGSHOT
Registration Number:	3535242	SOLUS
Registration Number:	2018216	SYNTHOSPLINT
Registration Number:	3012237	T SCOPE
Registration Number:	3822420	THUMBSTER
Registration Number:	3719522	VECTRA
Registration Number:	3489834	WATERSHED
Registration Number:	2775794	X2K
Serial Number:	86323757	BREG FLEX
Serial Number:	86323756	BREG VISION
Serial Number:	86322405	SMART-ZONE
Serial Number:	86237992	FREESPORT
Serial Number:	86237988	FREERUNNER
Serial Number:	86323753	VISION CLOUD CONNECT
Serial Number:	86288230	POLAR CARE WAVE
Serial Number:	74063660	B BREG
Registration Number:	3239680	ARC
Registration Number:	3859757	AXIOM
Registration Number:	4115503	B BLEDSOE
Registration Number:	4491341	B BLEDSOE
Registration Number:	4050067	B BLEDSOE
Registration Number:	4491352	BLEDSOE
Registration Number:	4529761	BLEDSOE BRACE SYSTEMS
Registration Number:	4148262	BLEDSOE BRACE SYSTEMS
Registration Number:	3859561	BMINI

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3859562	BPRO
Registration Number:	3883564	BRACING FOR THE FUTURE
Registration Number:	4489053	CENTRON
Registration Number:	4369521	COTHERA
Registration Number:	4369532	COTHERA
Registration Number:	4369533	COTHERA
Registration Number:	4369534	HEALING ENGINEERED
Registration Number:	4038050	HIPPO
Serial Number:	85814172	IMPULSE
Serial Number:	85719414	JET
Serial Number:	85257116	LUMBOLUX
Registration Number:	4408134	NZONE
Registration Number:	4530203	NZONE
Registration Number:	3855904	OA AIR
Registration Number:	4044379	ORTHOLUX
Serial Number:	86009923	PRIMAS
Registration Number:	3239678	PROGAI
Registration Number:	4392909	TRITECH
Serial Number:	86068937	UOCS UNITED ORTHOPEDIC CONSULTING SERVIC
Serial Number:	86068935	UOCS UNITED ORTHOPEDIC CONSULTING SERVIC
Registration Number:	4044378	VERTALUX
Serial Number:	86317802	VIAPULSE
Registration Number:	4569488	VIPOR
Registration Number:	3945976	VISCENT
Registration Number:	3945969	VISCENT ORTHOPEDIC SOLUTIONS
Registration Number:	3639275	VOLARE
Registration Number:	4369804	VPULSE
Serial Number:	85756048	VPULSE
Serial Number:	86043802	VPULSE CONNECT
Registration Number:	4362304	VPULSE SYSTEM
Serial Number:	86029796	WEE BOW
Serial Number:	86029798	WEE ROM
Registration Number:	3813807	Z-12

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 404-572-3431

Email: cfraser@kslaw.com

TRADEMARK

REEL: 005427 FRAME: 0136

Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER: BREG-15009.015002

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 12/24/2014

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of October 15, 2014 (as the same may be amended, refinanced, replaced, restated, supplemented or modified from time to time, the “Credit Agreement”), by and among BREG TOPCO HOLDINGS, INC., a Delaware corporation, BREG, INC., a California corporation (the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders, the L/C Issuers and the other Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement, dated as of October 15, 2014, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); 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 L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

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

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 Agent for the benefit of the Secured Parties, and grants to 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, identified by registration or application number, including, without limitation, those referred to on Schedule 1 hereto, and all exclusive IP Licenses providing for the grant to such Grantor of an exclusive right under a third party’s registered or applied for Trademark;
- (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.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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 exclusive 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.

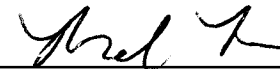
[SIGNATURE PAGES FOLLOW]

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.

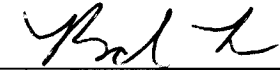
BREG, INC., as Grantor

By: 
Name: Brad Lee
Title: President

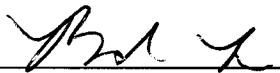
**UNITED ORTHOPEDIC GROUP, INC.,
as Grantor**

By: 
Name: Brad Lee
Title: President


**MEDICAL TECHNOLOGY, INC., as
Grantor**

By: 
Name: Brad Lee
Title: President

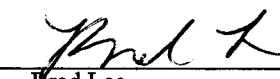
COTHERA LLC, as Grantor

By: 
Name: Brad Lee
Title: President

INNOMEDISYS, LLC, as Grantor

By: 
Name: Brad Lee
Title: President

VISCENT LLC, as Grantor

By: 
Name: Brad Lee
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *Laura S. DeAngelis*
Name: **Laura S. DeAngelis**
Title: **Duly Authorized Signatory**

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005427 FRAME: 0141

ACKNOWLEDGMENT

State of California
County of San Diego)

On December 18, 2014 before me, Viki Tomsick, Notary Public
(insert name and title of the officer)

personally appeared Brad Lee,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Viki Tomsick* (Seal)

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. TRADEMARKS REGISTRATIONS AND APPLICATIONS

BREG, INC.

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
AIRMESH	U.S. Federal	78/063200 5/11/2001	2796013 12/16/2003	Breg, Inc.
AIRTECH	U.S. Federal	85/072260 6/25/2010	4122432 4/3/2012	Breg, Inc.
AOA	U.S. Federal	74/345641 1/5/1993	1790261 8/31/1993	Breg, Inc.
ASCEND	U.S. Federal	74/570626 9/7/1994	1923511 10/3/1995	Breg, Inc.
BIOCHILL	U.S. Federal	77/075905 1/4/2007	3712431 11/17/2009	Breg, Inc.
BREG	U.S. Federal	78/117368 3/25/2002	2734767 7/8/2003	Breg, Inc.
BREG	U.S. Federal	74/048482 4/12/1990	1712650 9/1/1992	Breg, Inc.
BREG	U.S. Federal	85/134628 9/21/2010	3973471 6/7/2011	Breg, Inc.
BREG & Design 	U.S. Federal	85/134692 9/21/2010	4061300 11/22/2011	Breg, Inc.
Design Only 	U.S. Federal	74/063644 5/29/1990	1726657 10/20/1992	Breg, Inc.
Design Only 	U.S. Federal	85/134786 9/21/2010	4061301 11/22/2011	Breg, Inc.
FUSION	U.S. Federal	78/550492 1/19/2005	3050423 1/24/2006	Breg, Inc.
INTEGRITY	U.S. Federal	74546283 7/6/1994	1964683 3/26/1996	Breg, Inc.
INTELLI-FLO	U.S. Federal	77/036671 11/3/2006	3379144 2/5/2008	Breg, Inc.
KODIAK	U.S. Federal	78/959137 8/23/2006	3346308 11/27/2007	Breg, Inc.
KOOL SLING	U.S. Federal	78/963043 8/29/2006	3469797 7/15/2008	Breg, Inc.
LPR	U.S. Federal	85/189849 12/2/2010	4071816 12/13/2011	Breg, Inc.
MOJO	U.S. Federal	77376959 1/22/2008	3850487 9/21/2010	Breg, Inc.
NEUTRAL WEDGE	U.S. Federal	85/181193 11/19/2010	3957913 5/10/2011	Breg, Inc.

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
NEUTRAL WEDGE	U.S. Federal	78/306343 9/27/2003	2900945 11/2/2004	Breg, Inc.
ORTHO SELECT	U.S. Federal	78/395437 4/2/2004	3066723 3/7/2006	Breg, Inc.
PERFORMANCE	U.S. Federal	74546286 7/6/1994	2018141 11/19/1996	Breg, Inc.
POLAR CARE	U.S. Federal	75/829160 10/22/1999	2445909 4/24/2001	Breg, Inc.
PTO	U.S. Federal	78/178680 10/25/2002	2750593 8/12/2003	Breg, Inc.
SCOUT	U.S. Federal	77/664062 2/5/2009	3765050 3/23/2010	Breg, Inc.
SLINGSHOT	U.S. Federal	85/316408 5/9/2011	4070650 12/13/2011	Breg, Inc.
SOLUS	U.S. Federal	77/384858 1/30/2008	3535242 11/18/2008	Breg, Inc.
SYNTHOSPLINT	U.S. Federal	74597096 11/9/1994	2018216 11/19/1996	Breg, Inc.
T SCOPE	U.S. Federal	78/395180 4/1/2004	3012237 11/1/2005	Breg, Inc.
THUMBSTER	U.S. Federal	77/450350 4/17/2008	3822420 7/20/2010	Breg, Inc.
VECTRA	U.S. Federal	77/528848 7/22/2008	3719522 12/1/2009	Breg, Inc.
WATERSHED	U.S. Federal	77/221074 7/3/2007	3489834 8/19/2008	Breg, Inc.
X2K	U.S. Federal	78/188209 11/22/2002	2775794 10/21/2003	Breg, Inc.
BREG FLEX	U.S. Federal		86323757 6/29/14	Breg, Inc.
BREG VISION	U. S. Federal		86323756 6/29/14	Breg, Inc.
SMART-ZONE	U.S. Federal		86322405 6/27/14	Breg, Inc.
FREESPORT	U.S. Federal		86237992 3/31/14	Breg, Inc.
FREERUNNER	U.S. Federal		86237988 3/31/14	Breg, Inc.
VISION CLOUD CONNECT	U.S. Federal		86323753 6/29/14	Breg, Inc.
POLAR CARE WAVE	U.S. Federal		86288230 5/21/14	Breg, Inc.
B BREG	U.S. Federal		74063660 5/29/90	Breg, Inc.

Mark	Country	Filing Date	Application No.	Registration Date	Registration No.	Owner
ARC	U.S. Federal	7/10/2006	78/925,922	5/8/2007	3,239,680	Medical Technology, Inc.
AXIOM	U.S. Federal	2/16/2010	77/936,547	10/12/2010	3,859,757	Medical Technology, Inc.

B BLEDSOE	U.S. Federal	11/12/2009	77/982,770	3/20/2012	4,115,503	Medical Technology, Inc.
B BLEDSOE	U.S. Federal	11/12/2009	77/871,047	3/4/2014	4,491,341	Medical Technology, Inc.
B BLEDSOE	U.S. Federal	11/12/2009	77/982,481	11/1/2011	4,050,067	Medical Technology, Inc.
BLEDSOE	U.S. Federal	1/7/2010	77/906,802	3/4/2014	4,491,352	Medical Technology, Inc.
BLEDSOE BRACE SYSTEMS	U.S. Federal	1/7/2010	77/907,381	5/13/2014	4,529,761	Medical Technology, Inc.
BLEDSOE BRACE SYSTEMS	U.S. Federal	1/7/2010	77/982,992	5/29/2012	4,148,262	Medical Technology, Inc.
BMINI	U.S. Federal	1/7/2010	77/906,726	10/12/2010	3,859,561	Medical Technology, Inc.
BPRO	U.S. Federal	1/7/2010	77/906,728	10/12/2010	3,859,562	Medical Technology, Inc.
BRACING FOR THE FUTURE	U.S. Federal	3/6/2009	77/685,656	11/30/2010	3,883,564	Medical Technology, Inc.
CENTRON	U.S. Federal	5/9/2012	85/621,202	2/25/2014	4,489,053	Medical Technology, Inc.
COTHERA	U.S. Federal	2/28/2012	85/555,386	7/16/2013	4,369,521	Cothera LLC
COTHERA	U.S. Federal	3/7/2012	85/563,310	7/16/2013	4,369,532	Cothera LLC
COTHERA	U.S. Federal	3/7/2012	85/563,313	7/16/2013	4,369,533	Cothera LLC
HEALING ENGINEERED	U.S. Federal	3/7/2012	85/563,316	7/16/2013	4,369,534	Cothera LLC
HIPPO	U.S. Federal	3/3/2011	85/257,077	10/11/2011	4,038,050	Medical Technology,

						Inc.
IMPULSE	U.S. Federal	1/2/2013	85/814,172			Medical Technology, Inc.
JET	U.S. Federal	9/4/2012	85/719,414			Medical Technology, Inc.
LUMBOLUX	U.S. Federal	3/3/2011	85/257,116	10/25/2011	4,044,380	Medical Technology, Inc.
NZONE	U.S. Federal	6/15/2012	85/652,734	9/24/2013	4,408,134	Medical Technology, Inc.
NZONE	U.S. Federal	6/15/2012	85/652,738	5/13/2014	4,530,203	Medical Technology, Inc.
OA AIR	U.S. Federal	11/12/2009	77/871,056	10/5/2010	3,855,904	Medical Technology, Inc.
ORTHOLUX	U.S. Federal	3/3/2011	85/257,087	10/25/2010	4,044,379	Medical Technology, Inc.
PRIMAS	U.S. Federal	7/15/2013	86/009,923			Medical Technology, Inc.
PROGAIT	U.S. Federal	7/10/2006	78/925,911	5/8/2007	3,239,678	Medical Technology, Inc.
TRITECH	U.S. Federal	10/10/2011	85/443,643	8/27/2013	4,392,909	Medical Technology, Inc.
UOCS UNITED ORTHOPEDIC CONSULTING SERVICES & Design (Horizontal Logo)	U.S. Federal	9/19/2013	86/068,937			United Orthopedic Group, Inc.
UOCS UNITED ORTHOPEDIC CONSULTING SERVICES & Design (Horizontal	U.S. Federal	9/19/2013	86/068,935			United Orthopedic Group, Inc.

Logo)						
VERTALUX	U.S. Federal	3/3/2011	85/257,080	10/25/2011	4,044,378	Medical Technology, Inc.
VIAPULSE	U.S. Federal	6/23/2014	86/317,802			Cothera, LLC
VIPOR	U.S. Federal	4/25/2013	85/914,829	7/15/2014	4,569,488	InnoMediSysts, LLC
VISCENT	U.S. Federal	7/27/2009	77/981,231	4/12/2011	3,945,976	Viscent LLC
VISCENT ORTHOPEDIC SOLUTIONS	U.S. Federal	7/27/2009	77/981,213	4/12/2011	3,945,969	Viscent LLC
VOLARE	U.S. Federal	11/19/2008	77/617,817	6/16/2009	3,639,275	Medical Technology, Inc.
VPULSE	U.S. Federal	5/10/2012	85/622,201	7/16/2013	4,369,804	Cothera, LLC
VPULSE	U.S. Federal	10/17/2012	85/756,048			Cothera, LLC
VPULSE CONNECT	U.S. Federal	8/21/2013	86/043,802			Cothera, LLC
VPULSE SYSTEM	U.S. Federal	5/10/2012	85/622,202	7/2/2013	4,362,304	Cothera, LLC
WEE BOW	U.S. Federal	8/6/2013	86/029,796			Medical Technology, Inc.
WEE ROM	U.S. Federal	8/6/2013	86/029,798			Medical Technology, Inc.
Z-12	U.S. Federal	11/12/2009	77/871,053	7/6/2010	3,813,807	Medical Technology, Inc.