

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benvenue Medical, Inc.		12/18/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG SERVICING LLC, as Administrative Agent		
Street Address:	1000 Main Street, Suite 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3758123	ADVANCING SPINE REPAIR	
Registration Number:	3861582	BENVENUE MEDICAL	
Registration Number:	4276505	BLAZER	
Registration Number:	3781641	KIVA	
Serial Number:	85748194	LUNA	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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>			
Phone:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	CRG BENVENUE 321831-108		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	12/18/2015		
Total Attachments: 7			

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PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, BENVENUE MEDICAL, INC., a Delaware corporation (“**Grantor**”), is party to that certain Security Agreement, dated as of December 18, 2015 (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 Grantor, the Subsidiary Guarantors party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the “**Administrative Agent**”), pursuant to which Grantor has granted in favor of Secured Parties a lien on all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement;

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 Secured Obligations, Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of Grantor’s right, title and interest in, to and under all of the following, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement):

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of 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 B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

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

This Patent and 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]

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

BENVENUE MEDICAL, INC., as Grantor

By 

Name: Oliver Brouse

Title: Vice President of Finance

Date: December 18, 2015

(Signature Page to Patent & Trademark Security Agreement)

Schedule A
to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

Application Number	Title	Application Filing Date	Publication Number
US 13/700,178	Disc Space Sizing Devices and Methods of Using the Same	1/22/2013	US-2013-0144388-A1
US 13/803,322	Spinal Fusion Implants And Devices And Methods For Deploying Such Implants	3/14/2013	US-2014-0277481-A1
US 13/804,847	Disc Space Sizing Devices and Methods for Using the Same	3/14/2013	US-2014-0135776-A1
US 13/828,151	Devices and Methods for Treating Bone Tissue	3/14/2013	US-2014-0276471-A1
US 13/878,081	Devices and Methods for Injecting Fluid into the Body	5/6/2013	US 2013-0226187-A1
US 13/897,862	Implant and System for Bone Repair	5/20/2013	US 2013-0317555-A1
US 14/022,934	Delivery Apparatus for Use with Implantable Medical Devices	9/10/2013	US-2014-0012386-A1
US 14/075,697	Devices for Treating the Spine	11/8/2013	US-2014-0107789-A1
US 14/461,032	Devices and Methods for Treating Bone Tissue	8/15/2014	US-2014-0358145-A1
US 14/549,908	Spinal Tissue Distraction Devices	11/21/2014	US-2015-0081024-A1
US 14/613,551	Devices for Treating the Spine	2/4/2015	US-2015-0150690-A1
US 14/700,366	System, Apparatus and Method for Establishing Intraosseous Vascular Access	4/30/2015	US 2015-0314118 A1
US 14/705,640	Spinal Tissue Distraction Devices	5/6/2015	US-2015-0230932-A1
US 14/792,956	Apparatus and Methods for Disrupting Intervertebral Disc Tissue	7/7/2015	Not yet Published
US 14/886,813	Implant and System for Bone Repair	10/19/2015	Not yet Published
US 62/112,969	Injector System	2/6/2015	Not Published
US 62/130,242	Method And Apparatus For Spinal Correctioner w gil	3/9/2015	Not Published

Patent Number	Title	Patent Issue Date	Application Number	Application Filing Date
US 7,666,226	US Patent - Spinal Tissue Distraction Devices	2/23/2010	11/464,790	8/15/2006
US 7,666,227	US Patent - Devices for Limiting the Movement of Material Introduced Between Layers of Spinal Tissue	2/23/2010	11/464,793	8/15/2006
US 7,670,374	US Patent - Methods of Distracting Tissue Layers of the Human Spine	3/2/2010	11/464,812	8/15/2006
US 7,670,375	US Patent - Methods for Limiting the Movement of Material Introduced Between Layers of Spinal Tissue	3/2/2010	11/464,815	8/15/2006
US 7,785,368	US Patent - Spinal Tissue Distraction Devices	8/31/2010	11/464,782	8/15/2006
US 7,955,391	US Patent - Methods for Limiting the Movement of Material Introduced Between Layers of Spinal Tissue	6/7/2011	12/705,909	2/15/2010
US 7,963,993	US Patent - Methods of Distracting Tissue Layers of the Human Spine	6/21/2011	12/705,904	2/15/2010
US 7,967,864	US Patent - Spinal Tissue Distraction Devices	6/28/2011	12/705,895	2/15/2010
US 7,967,865	US Patent - Devices for Limiting the Movement of Material Introduced Between Layers of Spinal Tissue	6/28/2011	12/705,901	2/15/2010
US 8,057,544	US Patent - Methods of Distracting Tissue Layers of the Human Spine	11/15/2011	11/464,807	8/15/2006
US 8,366,773	US Patent - Apparatus and Method for Treating Bone	2/5/2013	12/020,396	1/25/2008
US 8,454,617	US Patent - Device for Treating the Spine	6/4/2013	12/035,298	2/21/2008
US 8,470,043	US Patent - Tissue Removal Tools and Methods of Use	6/25/2013	12/640,171	12/17/2009
US 8,535,327	US Patent - Delivery Apparatus for Use with Implantable Medical Devices	9/17/2013	12/724,858	3/16/2010
US 8,556,978	US Patent - Devices and Methods for Treating the Vertebral Body	10/15/2013	13/296,841	11/15/2011
US 8,591,583	US Patent - Devices for Treating the Spine	11/26/2013	12/034,853	2/21/2008
US 8,801,787	US Patent - Methods of Distracting Tissue Layers of the Human Spine	8/12/2014	13/162,021	6/16/2011
US 8,808,376	US Patent - Intravertebral Implants	8/19/2014	12/410,961	3/25/2009
US 8,814,873	US Patent - Device and Methods for Treating Bone Tissue	8/26/2014	13/530,415	6/22/2012
US 8,882,836	US Patent - Apparatus and Method for Treating Bone	11/11/2014	13/718,611	12/18/2012

US 8,951,288	US Patent - Devices and Methods for Treatment of a Bone Fracture	2/10/2015	13/882,672	6/21/2013
US 8,961,609	US Patent - Devices For Distracting Tissue Layers of the Human Spine	2/24/2015	14/037,498	9/26/2013
US 8,968,408	US Patent - Devices for Treating the Spine	3/3/2015	13/869,075	4/24/2013
US 8,979,929	US Patent - Spinal Tissue Distraction Devices	3/17/2015	13/161,956	6/16/2011
US 9,044,338	US Patent - Spinal Tissue Distraction Devices	6/2/2015	13/794,977	3/12/2013
US 9,066,808	US Patent - Method of Interdigitating Flowable Material with Bone Tissue	6/30/2015	12/389,583	2/20/2009
US 9,161,773	US Patent - Tissue Removal Tools and Methods of Use	10/20/2015	13/166,615	6/22/2011
US D736,919	US Design - Handle for a Medical Delivery Device	8/18/2015	29/490,005	5/6/2014

Schedule B
to Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark/Class(es)	Country	Case No	Status	App No/Date	Reg No/Date	Renewal Date
ADVANCING SPINE REPAIR 5,10	United States of America	279.0001	Allowed to Lapse	77329823 14 Nov 2007	3758123 9 Mar 2010	
BENVENUE MEDICAL 10	United States of America	279.0003	Registered	77674641 20 Feb 2009	3861582 12 Oct 2010	12 Oct 2020
BLAZER 10	United State of America	279.0013	Registered	85335429 1 Jun 2011	4276505 15 Jan 2013	15 Jan 2023
KIVA 10	United State of America	279.0002	Registered	77329807 14 Nov 2007	3781641 27 Apr 2010	27 Apr 2020
LUNA 10	United State of America	279.0017	Pending	85748194 8 Oct 2012		