

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Life Spine, Inc.		10/25/2016	Corporation:
Gizmo Medical, LLC		10/25/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	St Cloud Capital Partners III SBIC, LP		
Street Address:	10866 Wilshire Blvd		
Internal Address:	Suite 1450		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	2985956	KINETIC	
Registration Number:	3103274	PILOT	
Registration Number:	3108813	ARX	
Registration Number:	3159396	LIFE SPINE	
Registration Number:	3208556	GHOST	
Registration Number:	3249289	PLATEAU	
Registration Number:	3302056	PROLIFT	
Registration Number:	3319682	CONQUEST	
Registration Number:	3436039	NEO	
Registration Number:	3484134	LYNX	
Registration Number:	3558579	DESIGNS FOR LIFE	
Registration Number:	3648289	SATURN	
Registration Number:	3674186	DYNA-LINK	
Registration Number:	3809692	AVATAR	
Registration Number:	3809812	PRESIDIO	
Registration Number:	3809813	SOLSTICE	
Registration Number:	3813205	FS3	

OP \$1115.00 2985956

Property Type	Number	Word Mark
Registration Number:	3852646	SOLSTICE
Registration Number:	3955440	CENTRIC
Registration Number:	4027005	OCTAVE
Registration Number:	4144136	PRO-LINK
Registration Number:	4219137	AILERON
Registration Number:	4218839	NAUTILUS
Registration Number:	4444268	VANQUISH
Registration Number:	4452555	IRIS
Registration Number:	4512131	LOGIC
Registration Number:	4642572	OSTEO-LINK
Registration Number:	4701435	META-LINK
Registration Number:	4905739	COMPEL
Registration Number:	4956393	AMNIO-LINK
Registration Number:	4956394	CELL-LINK
Registration Number:	4956908	TARSA-LINK
Registration Number:	3935068	GIZMO MEDICAL
Serial Number:	86211967	LONG BOW
Serial Number:	86632576	SIMPACT
Serial Number:	86767329	LONGBOW
Serial Number:	86820472	GRUVE
Serial Number:	86838820	E-LIF
Serial Number:	87000579	PULSE
Serial Number:	87008852	CROSSBOW
Serial Number:	87008893	SENTRY
Serial Number:	86686615	OSSEO-LOC
Serial Number:	86695134	CENTERLINE
Serial Number:	86504149	CENTRIC MEDICAL

CORRESPONDENCE DATA

Fax Number: 3035923140

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: 303.592.3128

Email: genevieve.reed@bartlit-beck.com

Correspondent Name: Genevieve Reed

Address Line 1: Bartlit Beck et al, 1899 Wynkoop Street

Address Line 2: 8th Floor

Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Michael S. Butler

SIGNATURE:	/Michael S. Butler/
DATE SIGNED:	10/26/2016
Total Attachments: 7 source=Life Spine - Intellectual Property Security Agreement (Trademarks)#page1.tif source=Life Spine - Intellectual Property Security Agreement (Trademarks)#page2.tif source=Life Spine - Intellectual Property Security Agreement (Trademarks)#page3.tif source=Life Spine - Intellectual Property Security Agreement (Trademarks)#page4.tif source=Life Spine - Intellectual Property Security Agreement (Trademarks)#page5.tif source=Life Spine - Intellectual Property Security Agreement (Trademarks)#page6.tif source=Life Spine - Intellectual Property Security Agreement (Trademarks)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **October 25, 2016** (the “**Effective Date**”) among **LIFE SPINE, INC.**, a Delaware corporation (“**Life Spine**”), **GIZMO MEDICAL, LLC**, a Delaware limited liability company (“**Gizmo**” and, together with Life Spine, the “**Grantors**”) in favor of **ST CLOUD CAPITAL PARTNERS III SBIC, LP**, as Secured Party (the “**Secured Party**”). Capitalized terms used herein without definition shall have the meanings assigned to them in the Security Agreement (as defined below).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of October 25, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and the Secured Party; and

WHEREAS, under the terms of the Security Agreement, each of the Grantors has (i) as collateral security for the Secured Obligations, granted to the Secured Party a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors and the Secured Party agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including Patent Licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto 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. Any signatures transmitted electronically shall be deemed valid and binding.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Illinois without reference to such state’s principles of conflicts of law.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Note Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Note Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the

Security Agreement or the Note Agreement, the provisions of the Security Agreement or the Note Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

LIFE SPINE, INC., a Delaware corporation

By: _____
Name: Michael S. Butler
Its: President

GIZMO MEDICAL, LLC, a Delaware
limited liability company

By: _____
Name: Michael S. Butler
Its: Sole Member and Manager

Agreed and accepted:

ST CLOUD CAPITAL PARTNERS III SBIC, LP
By: SCGP III SBIC, LLC
Its: General Partner

By: _____
Name: Benjamin Horn
Title: Managing Member

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

LIFE SPINE, INC., a Delaware corporation

By: _____
Name: Michael S. Butler
Its: President

GIZMO MEDICAL, LLC, a Delaware
limited liability company

By: _____
Name: Michael S. Butler
Its: Sole Member and Manager

Agreed and accepted:

ST CLOUD CAPITAL PARTNERS III SBIC, LP
By: SCGP III SBIC, LLC
Its: General Partner

By:  _____
Name: Benjamin Hom
Title: Managing Member

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks and Trademark Applications

[See attached]

Life Spine Trademarks

No.	Country	Name	Status	Serial No.	Reg No.
1	US	Long Bow	Filed 3/05/2014	86/211,967	
2	US	Simpact	Filed 5/18/2015	86/632,576	
3	US	Longbow	Filed 9/24/2015	86/767,329	
4	US	Gruve	Filed 11/14/2015	86/820,472	
5	US	e-LIF	Filed 12/3/2015	86/838,820	
6	US	PULSE	Filed 4/14/2016	87/000579	
7	US	CrossBow	Filed 4/21/2016	87/008852	
8	US	Empire	Filed 4/21/2016		
9	US	Sentry	Filed 4/21/2016	87/008893	
10	US	Osseo-Loc	SOU Accepted 7/15/2016	86/686,615	
11	US	Centerline	SOU filed 07/14/2016	86/695,134	
12	US	Centric Medical	SOU Filed 7/11/2016	86/504,149	
13	US	Kinetic	Registered 8/16/2005	76/567,608	2,985,956
14	US	Pilot	Registered 6/13/2006	78/524,846	3,103,274
15	US	Arx	Registered 6/27/2006	78/524,849	3,108,813
16	US	Life Spine	Registered 10/17/2006	76/567,609	3,159,396
17	US	Ghost	Registered 2/13/2007	78/858,783	3,208,556
18	US	Plateau	Registered 6/05/2007	78/890,013	3,249,289
19	US	Prolift	Registered 10/2/2007	78/854,668	3,302,056
20	US	Conquest	Registered 10/23/2007	78/524,841	3,319,682
21	US	Neo	Registered 5/27/2008	78/524,833	3,436,039
22	US	Lynx	Registered 8/12/2008	77/358,914	3,484,134
23	US	Designs For Life	Registered 1/06/2009	77/287,166	3,558,579
24	US	Saturn	Registered 6/30/2009	77/328,921	3,648,289
25	US	Dyna-Link	Registered 8/25/2009	77/513,261	3,674,186
26	US	Avatar	Registered 6/29/2010	77/819,690	3,809,692
27	US	Presidio	Registered 6/29/2010	77/836,966	3,809,812
28	US	Solstice	Registered 6/29/2010	77/837,069	3,809,813
29	US	FS ³	Registered 7/06/2010	77/799,509	3,813,205
30	US	Solstice	Registered 9/28/2010	77/879,072	3,852,646
31	US	Centric	Registered 5/03/2011	77/825,844	3,955,440
32	US	Octave	Registered 9/13/2011	85/101,673	4,027,005
33	US	Pro-Link	Registered 5/15/2012	85/308,068	4,144,136
34	US	Aileron	Registered 10/02/2012	85/386,322	4,219,137
35	US	Nautilus	Registered 10/02/2012	85/318,013	4,218,839
36	US	Vanquish	Registered 12/03/2013	85/386,366	4,444,268
37	US	Iris	Registered 12/17/2013	85/833,940	4,452,555
38	US	Logic	Registered 4/08/2014	85/828,063	4,512,131
39	US	Osteo-Link	Registered 11/18/2014	86/169,780	4,642,572
40	US	Meta-Link	Registered 3/10/2015	86/280,885	4,701,435
41	US	Compel	Registered 2/23/2016	86/281,901	4,905,739
42	US	Amnio-Link	Registered 5/10/2016	86/211,917	4,956,393
43	US	Cell-Link	Registered 5/10/2016	86/212,167	4,956,394
44	US	Tarsa-Link	Registered 5/10/2016	86/504,536	4,956,908

CONFIDENTIAL

TRADEMARK
REEL: 005907 FRAME: 0907

Gizmo Medical Trademarks

No.	Country	Name	Status	Serial No.	Reg No.
1	United States	Gizmo Medical	Registered 3/22/2011	77/771,414	3,935,068