

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Choice Spine, LLC		11/19/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Administrative Agent		
Street Address:	335 Madison Avenue 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	78008824	ZENITH	
Serial Number:	78009627	SCS	
Serial Number:	77916597	CLARIS	
Serial Number:	85781171	REVEAL	
Serial Number:	85486931	VEO	
Serial Number:	87245093	STRATOFUSE	
Serial Number:	87245105	STRATOGEN	
Serial Number:	87261617	FUELING FUSION	
Serial Number:	77060926	ORACLE	
Serial Number:	77051532	DYNABOLT	
Serial Number:	77190850	SILVERBOLT	
Serial Number:	77076334	MAINFRAME	
Serial Number:	77051573	OCTANE	
Serial Number:	77050059	HYDRALOK	
Serial Number:	85053982	TIGHTLOK	
Serial Number:	86228355	AMBASSADOR	
Serial Number:	77895757	GIBRALT	
Serial Number:	86228353	ASCENDANT	
Serial Number:	85835777	ACAPELLA	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	87528905	BLACKHAWK
Serial Number:	87728670	TIGER SHARK
Serial Number:	87811285	SPITFIRE
Serial Number:	87863126	BOOMERANG
Serial Number:	88097118	CHOICE SPINE PROPELLING SPINAL SURGERY
Serial Number:	88100378	RAVEN
Serial Number:	88010695	BIOBOND

CORRESPONDENCE DATA

Fax Number:

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: 6175743518

Email: smordas@goulstonstorrs.com

Correspondent Name: Stacey Mordas

Address Line 1: 400 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Stacey A. Mordas
SIGNATURE:	/s/ Stacey A. Mordas
DATE SIGNED:	11/27/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 19, 2018, is made by Choice Spine, LLC, a Delaware limited liability company (the “Grantor”), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflicts of laws principles.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantor, and at the expense of the Grantor, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

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GRANTOR:

CHOICE SPINE, LLC,
a Delaware limited liability company

By: 

Name: Gregory Greenberg
Title: Chairman

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (Abacus/Choice Spine)]

TRADEMARK
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ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC
as Administrative Agent

By: 

Name: Eric Petersen

Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (Abacus/Choice Spine)]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Issue Date</u>	<u>Jurisdiction</u>
Choice Spine, LLC	ZENITH	78008824	3151452	18-May-00	03-Oct-06	US
Choice Spine, LLC	SCS	78009627	2433727	24-May-00	06-Mar-01	US
Choice Spine, LLC	CLARIS	77916597	3837576	21-Jan-10	24-Aug-10	US
Choice Spine, LLC	REVEAL (cl 10)	85781171	4569051	16-Nov-12	15-Jul-14	US
Choice Spine, LLC	VEO (cl 10)	85486931	4243438	05-Dec-11	13-Nov-12	US
Choice Spine, LLC	VEO	10881074		08-May-12		CN
Choice Spine, LLC	Chinese Translation of VEO	10881073		08-May-12		CN
Choice Spine, LLC	VEO (european community) nice classes 5, 10, 44	10837268		25-Apr-12	01-Sep-13	EP
Choice Spine, LLC	STRATOFUSE	87245093	5392730	22-Nov-16	30-Jan-18	US
Choice Spine, LLC	STRATOGEN	87245105	5382059	22-Nov-16	16-Jan-18	US
Choice Spine, LLC	FUELING FUSION	87261617	5382111	08-Dec-16	16-Jan-18	US
Choice Spine, LLC	ORACLE (Canada)		831413			CA
Choice Spine, LLC	ORACLE	77060926	3395482	11-Dec-06	11-Mar-08	US
Choice Spine, LLC	ORACLE (Madrid Protocol)		933144			Madrid Protocol
Choice Spine, LLC	DYNABOLT (Canada)		839785			CA
Choice Spine, LLC	DYNABOLT	77051532	3565074	27-Nov-06	20-Jan-09	US
Choice Spine, LLC	DYNABOLT (Madrid Protocol designating European Union)		923848		08-May-07	Madrid Protocol
Choice Spine, LLC	SILVERBOLT	77190850	3559574	25-May-07	13-Jan-09	US
Choice Spine, LLC	SILVERBOLT (Madrid Protocol)		1006167			Madrid Protocol
Choice Spine, LLC	MAINFRAME (Canada)		839784			CA

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TRADEMARK
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Choice Spine, LLC	MAINFRAME	77076334	3655159	04-Jan-07	14-Jul-09	US
Choice Spine, LLC	OCTANE (Canada)		839786			CA
Choice Spine, LLC	OCTANE	77051573	3565075	27-Nov-06	20-Jan-09	US
Choice Spine, LLC	OCTANE (Madrid Protocol designating European Union)		926957			Madrid Protocol
Choice Spine, LLC	HYDRALOK	77050059	3285173	22-Nov-06	28-Aug-07	US
Choice Spine, LLC	TIGHTLOK	85053982	4324759	03-Jun-10	23-Apr-13	US
Choice Spine, LLC	TIGHTLOK (Madrid Protocol)		1060413			Madrid Protocol
Choice Spine, LLC	PROLIANT	77895763	4013119	17-Dec-09	16-Aug-11	US
Choice Spine, LLC	PROLIANT (Madrid Protocol)		1051008		24-Aug-10	Madrid Protocol
Choice Spine, LLC	AMBASSADOR	86228355	4823041	21-Mar-14	29-Sep-15	US
Choice Spine, LLC	AMBASSADOR (Madrid Protocol)		1203244		26-Mar-14	Madrid Protocol
Choice Spine, LLC	GIBRALT	77895757	4102820	17-Dec-09	21-Feb-12	US
Choice Spine, LLC	GIBRALT (Madrid Protocol)		1051007			Madrid Protocol
Choice Spine, LLC	ASCENDANT	86228353	4886431	21-Mar-14	12-Jan-16	US
Choice Spine, LLC	ASCENDANT (Madrid Protocol)		1201743		26-Mar-14	Madrid Protocol
Choice Spine, LLC	ACAPELLA (Australia)		1538243			AU
Choice Spine, LLC	ACAPELLA (European Union)		011539301			EP
Choice Spine, LLC	ACAPELLA	85835777	4790981	29-Jan-13	11-Aug-15	US
Choice Spine, LLC	BLACKHAWK	87528905	5581833	14-Jul-17	09-Oct-17	US
Choice Spine, LLC	TIGER SHARK	87728670		20-Dec-17		US
Choice Spine, LLC	SPITFIRE	87811285		26-Feb-18		US
Choice Spine, LLC	BOOMERANG	87863126		04-Apr-18		US
Choice Spine, LLC	CHOICE SPINE PROPELLING SPINAL SURGERY and Design	88097118		29-Aug-18		US
Choice Spine, LLC	RAVEN	88100378		31-Aug-18		US

Choice Spine, LLC	BIOBOND	88010695		04-Sep-18		US
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RECORDED: 11/27/2018

**TRADEMARK
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