

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616469

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Life Spine, Inc.		12/18/2020	Corporation:

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: 61

Property Type	Number	Word Mark
Serial Number:	78345104	CONTOUR
Serial Number:	78524846	PILOT
Serial Number:	78524849	ARX
Serial Number:	78524833	NEO
Serial Number:	78524841	CONQUEST
Serial Number:	78854668	PROLIFT
Serial Number:	78858783	GHOST
Serial Number:	78889981	PINNACLE
Serial Number:	78890013	PLATEAU
Serial Number:	76567609	LIFE SPINE
Serial Number:	77513261	DYNA-LINK
Serial Number:	77287166	DESIGNS FOR LIFE
Serial Number:	77328921	SATURN
Serial Number:	77358914	LYNX
Serial Number:	77513297	APEX
Serial Number:	77584343	FRONTIER
Serial Number:	77799509	FS3

OP \$1540.00 78345104

Property Type	Number	Word Mark
Serial Number:	77799412	SENTINEL
Serial Number:	77819690	AVATAR
Serial Number:	77825844	CENTRIC
Serial Number:	77836966	PRESIDIO
Serial Number:	77837069	SOLSTICE
Serial Number:	77879072	SOLSTICE
Serial Number:	76567608	KINETIC
Serial Number:	85101673	OCTAVE
Serial Number:	85308068	PRO-LINK
Serial Number:	85318013	NAUTILUS
Serial Number:	85386322	AILERON
Serial Number:	85386366	VANQUISH
Serial Number:	85828063	LOGIC
Serial Number:	85833940	IRIS
Serial Number:	86169780	OSTEO-LINK
Serial Number:	86212167	CELL-LINK
Serial Number:	86211917	AMNIO-LINK
Serial Number:	86211967	LONG BOW
Serial Number:	86281901	COMPEL
Serial Number:	86280885	META-LINK
Serial Number:	86280919	EXE-LINK
Serial Number:	86504149	CENTRIC MEDICAL
Serial Number:	86504536	TARSA-LINK
Serial Number:	86632576	SIMPACT
Serial Number:	86686615	OSSEO-LOC
Serial Number:	86695134	CENTERLINE
Serial Number:	86767329	LONGBOW
Serial Number:	86820472	GRUVE
Serial Number:	86838820	E-LIF
Serial Number:	87000579	PULSE
Serial Number:	87008893	SENTRY
Serial Number:	87196162	EMPIRE
Serial Number:	87008852	CROSSBOW
Serial Number:	87238630	SIMPACT
Serial Number:	87293726	CALYPSO
Serial Number:	87293779	TARGET PRECISION
Serial Number:	87293820	TIBOW
Serial Number:	87425913	OSTEO-LINE

Property Type	Number	Word Mark
Serial Number:	87543255	ROGUE
Serial Number:	88594790	ROGUE
Serial Number:	87743649	
Serial Number:	87976578	PULSE
Serial Number:	88836437	TRULIFT
Serial Number:	88836516	OSTEO-LIFT

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@bartlitbeck.com
Correspondent Name: Genevieve Reed
Address Line 1: Bartlit Beck LLP, 1801 Wewatta Street
Address Line 2: Suite 1200
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Michael S. Butler
SIGNATURE:	/Michael S. Butler/
DATE SIGNED:	12/23/2020

Total Attachments: 6
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 18, 2020 (the “**Effective Date**”) by the undersigned Grantors (each, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of **ST. CLOUD CAPITAL PARTNERS III SBIC, LP**, as collateral agent (the “**Agent**”) for the Secured Parties. 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 Amended and Restated Security Agreement, dated as of December 18, 2020, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Agent; and

WHEREAS, under the terms of the Security Agreement, each of the Grantors has (i) as collateral security for the Secured Obligations, granted to Agent, for its benefit and the benefit of the other Secured Parties, 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 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, each Grantor and the Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Agent, for its benefit and the benefit of the other Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including Trademark Licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) all licenses or agreements, whether written or oral, providing for the grant by or to such Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including (i) the grant of rights to manufacture,

distribute, exploit and sell materials derived from any Copyright including any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

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 Agreement as of the date first set forth above.

Grantors:

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:

Agent:

ST. CLOUD CAPITAL PARTNERS III SBIC, LP

By: SCGP III SBIC, LLC

Its: General Partner

By:

Name: Robert W. Lautz

Title: Managing Member

[Signature page to A&R Intellectual Property Security Agreement (Trademarks)]

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

Grantors:

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Its: President

GIZMO MEDICAL, LLC, a Delaware
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Name: Michael S. Butler

Its: Sole Member and Manager

Agreed and accepted:

Agent:

ST. CLOUD CAPITAL PARTNERS III SBIC, LP

By: SCGP III SBIC, LLC

Its: General Partner

By:

.....
Name: Robert W. Lautz

Title: Managing Member

[Signature page to A&R Intellectual Property Security Agreement (Trademarks)]

TRADEMARK
REEL: 007145 FRAME: 0533

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks and Trademark Applications

Life Spine Trademarks

Matter No.	Country	Name	Status	Serial No.	Reg No.
N/A	US	Contour	Abandoned	78/345,104	
LSP013	US	Pilot	Registered 6/13/2006	78/524,846	3,103,274
LSP014	US	Arx	Registered 6/27/2006	78/524,849	3,108,813
LSP015	US	Neo	Registered 5/27/2008	78/524,833	3,436,039
LSP017	US	Conquest	Registered 10/23/2007	78/524,841	3,319,682
LSP018	US	Prolift	Registered 10/2/2007	78/854,668	3,302,056
LSP019	US	Ghost	Registered 2/13/2007	78/858,783	3,208,556
LSP020	US	Pinnacle	Abandoned	78/889,981	
LSP021	US	Plateau	Registered 6/05/2007	78/890,013	3,249,289
LSP025	US	Life Spine	Registered 10/17/2006	76/567,609	3,159,396
LSP026	US	Dyna-Link	Registered 8/25/2009	77/513,261	3,674,186
LSP036	US	Designs For Life	Registered 1/06/2009	77/287,166	3,558,579
LSP038	US	Saturn	Registered 6/30/2009	77/328,921	3,648,289
LSP043	US	Lynx	Registered 8/12/2008	77/358,914	3,484,134
LSP051	US	Apex	Abandoned	77/513,297	
LSP059	US	Frontier	Abandoned	77/584,343	
LSP067	US	FS ³	Registered 7/06/2010	77/799,509	3,813,205
LSP068	US	Sentinel	Abandoned	77/799,412	
LSP069	US	Avatar	Registered 6/29/2010	77/819,690	3,809,692
LSP070	US	Centric	Registered 5/03/2011	77/825,844	3,955,440
LSP072	US	Presidio	Registered 6/29/2010	77/836,966	3,809,812
LSP073	US	Solstice	Registered 6/29/2010	77/837,069	3,809,813
LSP074	US	Solstice	Registered 9/28/2010	77/879,072	3,852,646
LSP075	US	Kinetic	Registered 8/16/2005	76/567,608	2,985,956
LSP080	US	Octave	Registered 9/13/2011	85/101,673	4,027,005
LSP086	US	Pro-Link	Registered 5/15/2012	85/308,068	4,144,136
LSP087	US	Nautilus	Registered 10/02/2012	85/318,013	4,218,839
LSP089	US	Aileron	Registered 10/02/2012	85/386,322	4,219,137
LSP090	US	Vanquish	Registered 12/03/2013	85/386,366	4,444,268
LSP095	US	Logic	Registered 4/08/2014	85/828,063	4,512,131
LSP096	US	Iris	Registered 12/17/2013	85/833,940	4,452,555
LSP102	US	Osteo-Link	Registered 11/18/2014	86/169,780	4,642,572
LSP104	US	Cell-Link	Registered 5/10/2016	86/212,167	4,956,394

Matter No.	Country	Name	Status	Serial No.	Reg No.
LSP105	US	Amnio-Link	Registered 5/10/2016	86/211,917	4,956,393
LSP106	US	Long Bow	Abandoned	86/211,967	
LSP107	US	Compel	Registered 2/23/2016	86/281,901	4,905,739
LSP108	US	Meta-Link	Registered 3/10/2015	86/280,885	4,701,435
LSP109	US	Exe-Link	Abandoned	86/280,919	
LSP112	US	Centric Medical	Registered 9/13/2016	86/504,149	5,041,952
LSP113	US	Tarsa-Link	Registered 5/10/2016	86/504,536	4,956,908
LSP116	US	SImpact	Abandoned	86/632,576	
LSP117	US	Osseo-Loc	Registered 8/16/2016	86/686,615	5,023,889
LSP118	US	Centerline	Registered 1/10/2017	86/695,134	5,120,399
LSP120	US	Longbow	Registered 12/6/2016	86/767,329	5,096,821
LSP121	US	Gruve	Registered 12/6/2016	86/820,472	5,096,970
LSP122	US	e-LIF	Abandoned	86/838,820	
LSP129	US	PULSE (Class 009)	Abandoned	87/000,579	
LSP131	US	Sentry	Registered 9/12/2017	87/008893	5,287,238
LSP132	US	Empire	Registered 7/25/2017	87/196162	5,252,490
LSP133	US	CrossBow	Abandoned	87/008852	
LSP137	US	SImpact	Registered 3/20/2018	87/238630	5,429,320
LSP138	US	Calypso	Registered 5/1/2018	87/293726	5,460,011
LSP139	US	Target Precision	Abandoned	87/293779	
LSP140	US	TiBOW	Registered 5/1/2018	87/293820	5,460,012
LSP150	US	Osteo-Line	Registered 5/1/2018	87/425913	5,460,011
LSP151	US	Rogue	Abandoned	87/543255	
LSP151R	US	ROGUE	Filed 8/27/2019	88/594,790	
LSP158	US	Life Spine LOGO Image	Registered 10/2/2018	87/743649	5,573,873
LSP159	US	PULSE	Registered 3/20/2018	87/976,578	5,430,137
LSP169	US	TRULIFT	filed 3/16/2020	88/836,437	
LSP170	US	OSTEOLIFT	filed 3/16/2020	88/836,516	
	IR (Iran)	LIFE SPINE LOGO	Registered 11/9/2016	139450140001016433	259532
053349-0287	US	LIFE SPINE, INC. Dispute re: SATURN	Inactive		
053349-0442	US	SImpact	Registered 3/20/2018	87/238630	5,429,320

Gizmo Trademark

Matter No.	Country	Name	Status	Serial No.	Reg No.
LSP060	US	Gizmo Medical	Registered 3/22/2011	77771414	3,935,068