

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630536

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ATHYRIUM OPPORTUNITIES III ACQUISITION LP		03/08/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CENTINEL SPINE, LLC		
<b>Street Address:</b>	505 PARK AVENUE, 14th FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73688760	SURGICRAFT	
<b>Serial Number:</b>	85412853	STALIF	
<b>Serial Number:</b>	77335083	STALIF C	
<b>Serial Number:</b>	77874913	STALIF MIDLINE	
<b>Serial Number:</b>	77874916	LUMEN LOCKING	
<b>Serial Number:</b>	76696863	NO PROFILE	
<b>Serial Number:</b>	85274726	ABO	
<b>Serial Number:</b>	86675801	CENTINEL SPINE	
<b>Serial Number:</b>	86755577	ALTOS	
<b>Serial Number:</b>	86510378	SYNCHRONY	
<b>Serial Number:</b>	86615022	STALIF-O	
<b>Serial Number:</b>	86615036	O-LINE	
<b>Serial Number:</b>	87156549	CENTINEL SPINE COMPLETE	
<b>Serial Number:</b>	87258338	TI-ACTIVE	
<b>Serial Number:</b>	87258345	MIDLINE II	
<b>Serial Number:</b>	74364701	PRODISC	
<b>Serial Number:</b>	76568192	PRODISC	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 73688760

**Fax Number:** 7209047660

***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:** 6173105207

**Email:** morrism@gtlaw.com

**Correspondent Name:** ROBERT LAZAR, GREENBERG TRAURIG, LLP

**Address Line 1:** ONE INTERNATIONAL PLACE, SUITE 2000

**Address Line 4:** BOSTON, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	MARILYN MORRIS
<b>SIGNATURE:</b>	/MARILYN MORRIS/
<b>DATE SIGNED:</b>	03/08/2021

**Total Attachments: 10**

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- source=176634-011700-Innovatus-security-release-Centinel-Spine#page2.tif
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- source=176634-011700-Innovatus-security-release-Centinel-Spine#page7.tif
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
NOTICE IN PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST NOTICE IN PATENTS**, dated as of March 8, 2021 (“Release”), is made by Athyrium Opportunities III Acquisition LP, as Administrative Agent (“Administrative Agent”) in favor of Centinel Spine, LLC, a Delaware limited liability company (“Grantor”).

**WHEREAS**, pursuant to that certain Security Agreement dated as of December 19, 2017 (as amended, modified, restated or supplemented from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in and to all Patents, including the patents and patent applications listed on Schedule A attached hereto (collectively, “Patent Collateral”); and

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Patents recorded at the United States Patent and Trademark Office (“USPTO”) on December 19, 2017 at Reel 044909 Frame 0412 and correctively re-recorded on March 6, 2019 at Reel 049012 Frame 0168 (“Notice”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the Notice on the Patent Collateral, including the patents and patent applications listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4. Acknowledgement.** The release granted herein expressly does not include a release of the security interest granted pursuant to the Promissory Note dated as of March 8, 2021 (as amended, modified, restated or supplemented from time to time) by and among the Grantor, Athyrium Opportunities III Acquisition LP, in its capacity as collateral agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest Notice in Patents to be duly executed as of the date first set forth above.

Administrative Agent:

Athyrium Opportunities III Acquisition LP,  
as Administrative Agent

By: Rashida Adams  
Name: Rashida Adams  
Title: Authorized Signatory

**Schedule A**  
**Centinel Spine**  
**U.S. Patents**

<b>Territory / Type</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>
U.S.	61/259,391	11/9/2009	n/a
U.S.	12/941,289	11/8/2010	9,066,815
U.S.	14/754,919	6/30/2015	9,468,534
U.S.	15/296,429	10/18/2016	
PCT	PCT/US2010/055825	11/8/2010	n/a
U.S.	61/259,471	11/9/2009	n/a
U.S.	12/941,190	11/8/2010	8,870,961
U.S.	14/524,924	10/27/2014	
PCT	PCT/US2010/055822	11/8/2010	n/a
U.S.	61/259,401	11/9/2009	n/a
U.S.	12/941,193	11/8/2010	8,894,708
U.S.	14/551,858	11/24/2014	9,233,010
U.S.	14/870,437	9/30/2015	
PCT	PCT/US2010/055811	11/8/2010	n/a
U.S.	61/259,605	11/9/2009	n/a
U.S.	12/941,213	11/8/2010	9,078,701
U.S.	14/798,352	7/13/2015	9,592,081
U.S.	11/938,476	11/12/2007	8,728,165
U.S.	14/282,315	5/20/2014	
U.S.	60/798,895	5/9/2006	n/a
U.S.	11/746,329	5/9/2007	8,529,626
U.S.	14/022,354	9/10/2013	
U.S.	61/793,847	3/15/2013	n/a
U.S.	14/215,718	3/17/2014	9,566,166
U.S.	15/428,601	2/9/2017	
PCT	PCT/US2014/030251	3/17/2014	n/a
U.S.	62/145,161	4/9/2015	n/a
U.S.	15/094,868	4/8/2016	
PCT	PCT/US2016/026806	4/8/2016	
U.S.	62/525,071 (corrected to 62/575,071)	10/20/2017	n/a
US	10/947,661	9/23/2004	7,763,024
US	11/575,790	11/17/2008	9,216,024
US	14/643,287	3/10/2015	9,387,086
US	15/182,163	6/14/2016	
US	12/375,071	11/20/2009	8,998,990
US	10/018,402	6/12/2002	6,936,071
US	10/998,951	11/30/2004	8,506,634
US	11/185,781	7/21/2005	8,974,530
US	11/766,182	6/21/2007	8,795,371

<b>Territory / Type</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>
US	13/777,076	2/26/2013	8,882,839
US	14/605,055	1/26/2015	9,526,624
US	90/009,542	7/24/2009	
US	90/010,655	8/24/2009	
US	11/669,273	1/31/2007	8,105,381
US	13/347,461	1/10/2012	8,579,978
US	14/063,389	10/25/2013	9,084,682
US	14/793,130	7/7/2015	9,585,763
US	10/318,078	12/13/2002	7,204,852
US	15/433,029	2/15/2017	
US	13/081,541	4/7/2011	9,301,853
US	14/470,992	8/28/2014	9,333,088
US	15/098,897	4/14/2016	
US	12/757,443	4/9/2010	8,858,636
US	11/337,388	1/23/2006	7,867,279
US	10/947,660	9/23/2004	7,547,309
US	10/070,823	7/15/2002	7,118,580
US	13/960,104	8/6/2013	8,876,836
US	11/512,327	8/30/2006	8,535,326
US	11/743,992	5/3/2007	8,419,742
US	11/744,013	5/3/2007	8,663,229
US	14/151,932	1/10/2014	
US	10/423,879	4/28/2003	7,491,204
US	12/878,101	9/9/2010	8,349,017
US	10/622,535	7/21/2003	7,803,162
US	14/995,389	1/14/2016	9,717,511
US	15/642,463	7/06/2017	
US	13/679,486	11/16/2012	9,254,139
US	12/375,710	10/2/2009	8,337,500

**TERMINATION AND RELEASE OF SECURITY INTEREST  
NOTICE IN PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST NOTICE IN PATENTS**, dated as of March 8, 2021 (“Release”), is made by Athyrium Opportunities III Acquisition LP, as Administrative Agent (“Administrative Agent”) in favor of Centinel Spine, LLC, a Delaware limited liability company (“Grantor”).

**WHEREAS**, pursuant to that certain Security Agreement dated as of December 19, 2017 (as amended, modified, restated or supplemented from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in and to all Patents, including the patents and patent applications listed on Schedule A attached hereto (collectively, “Patent Collateral”); and

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Patents recorded at the United States Patent and Trademark Office (“USPTO”) on March 6, 2019 at Reel 048518 Frame 0092 (“Notice”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the Notice on the Patent Collateral, including the patents and patent applications listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4. Acknowledgement.** The release granted herein expressly does not include a release of the security interest granted pursuant to the Promissory Note dated as of March 8, 2021 (as amended, modified, restated or supplemented from time to time) by and among the Grantor, Athyrium Opportunities III Acquisition LP, in its capacity as collateral agent thereto, and others party thereto.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest Notice in Patents to be duly executed as of the date first set forth above.

Administrative Agent:

Athyrium Opportunities III Acquisition LP,  
as Administrative Agent

By: Rashida Adams  
Name: Rashida Adams  
Title: Authorized Signatory



**Schedule A**  
**Centinel Spine**  
**U.S. Patents**

<b>Territory / Type</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>
U.S.	16/165,934	10/19/2018	n/a
U.S.	PCT/US2018/056782	10/19/2018	n/a

**TERMINATION AND RELEASE OF SECURITY INTEREST  
NOTICE IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST NOTICE IN TRADEMARKS**, dated as of March 8, 2021 (“Release”), is made by Athyrium Opportunities III Acquisition LP, as Administrative Agent (“Administrative Agent”) in favor of Centinel Spine, LLC, a Delaware limited liability company (“Grantor”).

**WHEREAS**, pursuant to that certain Security Agreement dated as of December 19, 2017 (as amended, modified, restated or supplemented from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, “Trademark Collateral”); and

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on December 19, 2017 at Reel 6233 Frame 0257 (“Notice”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the Notice on the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4. Acknowledgement.** The release granted herein expressly does not include a release of the security interest granted pursuant to the Promissory Note dated as of March 8, 2021 (as amended, modified, restated or supplemented from time to time) by and among the Grantor, Athyrium Opportunities III Acquisition LP, in its capacity as collateral agent thereto, and others party thereto.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest Notice in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Athyrium Opportunities III Acquisition LP,  
as Administrative Agent

By: Rashida Adams  
Name: Rashida Adams  
Title: Authorized Signatory

**Schedule A**  
**Centinel Spine**  
**U.S. Trademarks**

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>
SURGICRAFT	73/688,760	1,532,865
STALIF	85/412,853	4,170,623
STALIF C	77/335,083	3,680,564
STALIF MIDLINE	77/874,913	4,003,160
LUMEN LOCKING	77/874,916	4,006,837
NO PROFILE	76/696,863	3,868,807
ABO	85/274,726	4,044,714
CENTINEL SPINE	86/675,801	4,981,375
ALTOS	86/755,577	5,142,671
SYNCHRONY	86/510,378	
STALIF-O	86/615,022	
O-LINE	86/615,036	
CENTINEL SPINE COMPLETE	87/156,549	
TI-ACTIVE	87/258,338	
MIDLINE II	87/258,345	5,342,887
PRODISC	74/364,701	1,828,186
PRODISC & Design	76/568,192	3,283,354