

09-16-1998

COVER SHEET  
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To the Honorable Commissione

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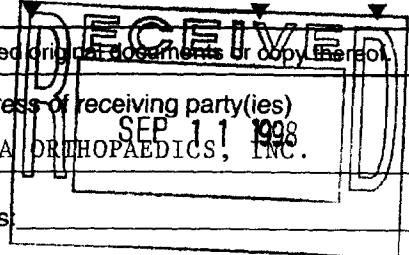
the attached original documents or copy thereof.

1. Name of conveying party(ies):  
THE CRETEX COMPANIES, INC.

MED  
9-11-98

2. Name and address of receiving party(ies)

Name: AVANTA ORTHOPAEDICS, INC.



Internal Address:

Street Address: 9369 Carroll Park Drive,  
Suite "A"

City: San Diego State: CA ZIP: 92121

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 28, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/178,026

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: NEIL K. NYDEGGER

Internal Address:  
NYDEGGER & ASSOCIATES

Street Address: 4350 LA JOLLA VILLAGE DR.  
SUITE 950

City: SAN DIEGO State: CA ZIP: 92122

6. Total number of applications and registrations involved: -1-

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Check No. 11001
- Authorized to be charged to deposit account

8. Deposit account number:

14-1519

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

NEIL K. NYDEGGER  
Name of Person Signing

*Neil K. Nydegger*  
Signature

9/8/98

Date

Total number of pages including cover sheet, attachments, and document: -4-

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

11137.6

TRADEMARK  
REEL: 1788 FRAME: 0173

ASSIGNMENT

WHEREAS, The Cretex Companies, Inc. (hereinafter referred to as "Assignor"), a corporation of the State of Minnesota, having a principal place of business at 311 Lowell Ave., Elk River, MN 55330, has adopted, used, is using, and is the owner of all right, title, and interest in and to the trademark AVANTA ORTHOPAEDICS (hereinafter referred to as the "Mark"), application which was filed in the United States Patent and Trademark Office as Serial No. 75/178,026 on October 7, 1996.

WHEREAS, Avanta Orthopaedics, Inc., (hereinafter referred to as Assignee), a corporation of the State of California, having a principal place of business at 9369 Carroll Park Drive, Suite "A", San Diego, CA 92121, is desirous of acquiring the entire right, title, and interest in and to the Mark and the registration thereof;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE the entire right, title and interest in and to the Mark and the above-identified registration thereof, together with the goodwill of the business symbolized by and associated with the Mark and further including: (i) all income, royalties, and damages now and hereafter due and/or payable to Assignor, including without limitation, damages and payments for past or future infringements and misappropriations thereof; (ii) all rights

to sue for past, present and future infringements or misappropriations thereof; and (iii) all rights corresponding to any of the above throughout the world. The right, title and interest, together with the goodwill of the business symbolized by and associated with the Mark, is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made, for the full term of any Trademark Registrations which may be granted thereon.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Trademark registrations and foreign counterparts, (b) execute, verify, acknowledge and deliver or cause to be delivered all such further papers, including instruments of transfer as Assignee may reasonably request and perform such other acts as Assignee lawfully may request to obtain or maintain Trademark Registrations in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns. Assignor hereby represents and warrants that it has not entered into any assigns, licenses, contracts or other understandings with third parties which would conflict with the rights granted herein.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by

their laws to register trademarks, to issue any and all certificates of registration of the Mark to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.

This Assignment and Agreement shall be binding upon the heirs and legal representatives of Assignor.

THE CRETEX COMPANIES, INC.

By: Thomas C. Bender  
Thomas C. Bender

Title: President

Dated: May 28, 1998

ACKNOWLEDGMENT

STATE OF Minnesota)

)ss.

COUNTY OF Sherburne)

On May 28, 1998, before me, Randy M. Backous, personally appeared Thomas C. Bender, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Randy M. Backous

