

11-30-1999



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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Merger

Change of Name

Other

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/29/1999 DMSUYEN 00000211 75430442

**FOR OFFICE USE ONLY**

01 FC:481 40.00 OP  
02 FC:482 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**TRADEMARK**  
**REEL: 001992 FRAME: 0912**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75430442"/>	<input type="text" value="75438792"/>	<input type="text"/>	<input type="text" value="1782554"/>	<input type="text" value="1836680"/>	<input type="text" value="1884413"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1633092"/>	<input type="text" value="1309851"/>	<input type="text" value="1384143"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1701625"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

David M. Klein

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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Corporation  Association

Other

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Trademark Application Number(s)

Registration Number(s)

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## Security Agreement

### INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "**IP Security Agreement Supplement**") dated August 20, 1999, is made by the Person listed on the signature page hereof (the "**Grantor**") in favor of ABN AMRO Bank N.V. New York Branch, as agent (the "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ORTHOFIX Inc., a Minnesota corporation, has entered into a Credit Agreement dated as of August 21, 1995 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with ABN AMRO Bank, N.V., New York Branch, as Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement made by the Grantor and such other Persons to the Agent dated August 21, 1995 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, and other governmental authorities, the Grantor and such other Persons have executed and delivered that certain Patent Security Agreement and Trademark Security Agreement made by the Grantor and such other Persons to the Agent dated August 21, 1995 (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively known as the "**IP Security Agreement**").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Grantor hereby acknowledges and confirms the grant of a security interest to the Agent for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following:

(i) The United States, international, and foreign patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");

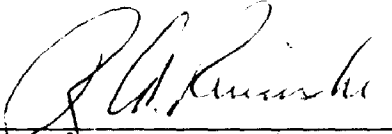
(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the "**Trademarks**"); and

(iii) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

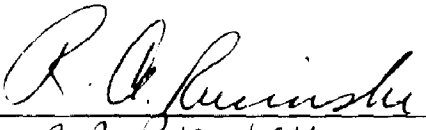
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ORTHOFIX INC.

By   
Name: R. A. RUCINSKI  
Title: ASST SECRETARY


Address for Notices:

AMEI TECHNOLOGIES INC.

By   
Name: R. A. RUCINSKI  
Title: DIRECTOR

Address for Notices:

LEVTECH, INC.

By   
Name: R. A. RUCINSKI  
Title: TREASURER

Address for Notices:

## Schedule B

## Issued U.S. Trademark Registration

No.:	Ref. No.	Mark:	Reg. No.:	Owner:	Reg. Date:
1.	090928.A049	CARBON ONE	1,782,554	AMEI Technologies, Inc.	July 20, 1993
2.	090928.A050	THE HEALING ADVANTAGE	1,836,680	AMEI Technologies, Inc.	May 17, 1994
3.	090928.A053	OGDEN (Supplemental Register)	1,884,413	American Medical Electronics, Inc.	March 14, 1995
4.	09028.0140	AME & DESIGN (Black Circle Logo)	1,633,092	Orthofix, Inc.	Jan. 29, 1991
5.	090928.0142	AME	1,309,851	American Medical Electronics, Inc.	Dec. 18, 1984
6.	090928.0143	SPINAL-STIM	1,384,143	AMEI Technologies, Inc.	Feb. 25, 1986
7.	090928.0144	PHYSIO-STIM	1,701,625	AMEI Technologies, Inc.	July 21, 1992

**Pending U.S. Trademark Applications**

<b>No:</b>	<b>Ref. No.:</b>	<b>Mark:</b>	<b>Serial No.</b>	<b>Owner:</b>	<b>App. Date:</b>
1.	090928.A069	OSTEO-TITE	75/430,442	AMEI Technologies, Inc.	Feb. 6, 1998
2.	090928.A071	CERVICAL-STIM	75/438,792	AMEI Technologies, Inc.	Feb. 23, 1998