# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LDR Spine USA, Inc.		12/22/2004	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	LDR MEDICAL, S.A.S.
Street Address:	2, rue Gustave Eiffel
City:	10430 Rosieres pres Troyes
State/Country:	FRANCE
Entity Type:	Societe par Actions Simplifiee: FRANCE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78514843	LDR MEDICAL
Serial Number:	78514775	EASYSPINE
Serial Number:	78514787	ROI
Serial Number:	78514794	MC+
Serial Number:	78514803	LAMINOTOME
Serial Number:	78514813	BF+
Serial Number:	78514818	MOBIDISC
Serial Number:	78514826	MOBI-C

#### CORRESPONDENCE DATA

Fax Number: (512)542-5229

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 512-320-9247

Email: cmarischen@akllp.com
Correspondent Name: Clarissa Marischen

Address Line 1: 111 Congress Avenue, Suite 1700

Address Line 4: Austin, TEXAS 78746

TRADEMARK

REEL: 003023 FRAME: 0644

78514843

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DOMESTIC REPRESENTATIVE				
Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:				
NAME OF SUBMITTER:	Clarissa Marischen			
Signature:	/clarissa marischen/			
Date:	02/07/2005			
Total Attachments: 2 source=Assignment of Trademark Rights (LDR)#page1.tif source=Assignment of Trademark Rights (LDR)#page2.tif				

TRADEMARK

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### ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "<u>Agreement</u>") is entered into as <del>November</del> 27., 2004 (the "<u>Effective Date</u>"), by and between LDR Spine USA, Inc., ("<u>Assignor</u>"), a Delaware corporation, and LDR MEDICAL, S.A.S. ("<u>Assignee</u>"), a French Company.

Whereas, Assignor is the owner of the United States trademark applications listed in <u>Schedule 1</u> hereto (the "<u>Applications</u>"); and

Whereas, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Applications and the trademarks which are the subject thereof (the "Marks");

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the above identified Applications. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Marks. The right, title and interest 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.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Marks in Assignee, or Assignee's successors and assigns.

This Agreement will be governed by and enforced in accordance with the principles of the laws of the State of Texas, without giving effect to any conflicts of law principles.

IN WITNESS WHEREOF, LDR Spine USA, Inc. has caused this Agreement to be executed by its duly authorized officer as of the Effective Date.

<b>ASSIG</b> I LDR Sp	NOR bine USA, Inc.
Ву: _	Ser
Name:	STOVEN I. WHITIELD
Title: _	PRESIDENT
Date: _	12/22/04

TRADEMARK REEL: 003023 FRAME: 0646

# Schedule 1

to the

# Assignment of Trademark Rights by and between LDR Spine USA, Inc. and LDR MEDICAL, S.A.S.

Mark	U.S. Application Serial Number	Filing Date
LDR MEDICAL	78/514,843	November 10, 2004
EASYSPINE	78/514,775	November 10, 2004
ROI	78/514,787	November 10, 2004
MC+	78/514,794	November 10, 2004
LAMINOTOME	78/514,803	November 10, 2004
BF+	78/514,813	November 10, 2004
MOBIDISC	78/514,818	November 10, 2004
MOBI-C	78/514,826	November 10, 2004

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**RECORDED: 02/07/2005** 

**TRADEMARK** REEL: 003023 FRAME: 0647