

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Assignment and Assumption of Liabilities		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBI Medical Systems, Inc.		05/24/1999	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EBI, L.P.		
Street Address:	100 Interpace Parkway		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	LIMITED PARTNERSHIP: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2006422	DYNAFIX	
CORRESPONDENCE DATA			
Fax Number:	(248)641-0270		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2486411600		
Email:	docketingtm@hdp.com		
Correspondent Name:	Lisabeth H. Coakley		
Address Line 1:	5445 Corporate Drive		
Address Line 2:	Suite 400		
Address Line 4:	Troy, MICHIGAN 48098		
NAME OF SUBMITTER:	Lisabeth H. Coakley		
Signature:	/lhc/		
Date:	09/28/2005		

CH \$40.00 2006422

Total Attachments: 2

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**BILL OF ASSIGNMENT
AND ASSUMPTION OF LIABILITIES**

THIS BILL OF ASSIGNMENT AND ASSUMPTION OF LIABILITIES ("Agreement"), dated as of the 24th day of May, 1999, is made and entered into by and between EBI Medical Systems, Inc., a Delaware Corporation (hereinafter the "Company"), and EBI, L.P., an Indiana limited partnership (hereinafter "EBI, L. P.").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby conveys, transfers, assigns, and delivers to EBI, L.P., and its successors and assigns, as a capital contribution under Section 4.1 of the Agreement of Limited Partnership for EBI, L.P., dated May 24, 1999 (the "Agreement of Limited Partnership"), and EBI, L.P. hereby receives, accepts, and assumes, all the assets and liabilities described on Exhibit A hereof (Capital Contribution) to have and to hold forever.

The Company hereby covenants and agrees to and with EBI, L.P., and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to EBI, L.P., and its successors or assigns, all such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as may reasonably be requested by EBI, L.P. in order to facilitate and evidence the conveyance, transfer, assignment and delivery, or to aid and assist in collecting or reducing to possession, any or all of the Company assets included within the Capital Contribution.


EBI, L.P. hereby covenants and agrees to and with the Company, and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to the Company, and its successors or assigns, all such further acts, deeds, assumptions, powers of attorney and assurances as may reasonably be requested by the Company in order to facilitate the assumption by EBI, L.P. of the liabilities of the Company included within the Capital Contribution.

This Agreement is executed and delivered pursuant to, and shall be construed in accordance with, the terms of the Agreement of Limited Partnership, and shall be binding upon inure to the benefit of the respective successors and assigns of the Company and EBI, L.P..

IN WITNESS WHEREOF, the Company and EBI, L.P. have caused this Bill of Assignment and Assumption of Liabilities to be duly executed as of the date first above written.

EBI, L.P..

EBI Medical Systems, Inc.

By: 
Daniel P. Mann, Secretary of
EBI Holdings, Inc. acting in its capacity
as General Partner of EBI, L.P.

By: 
Daniel P. Mann, Secretary

Exhibit A

All real and personal property of EBI Medical Systems, Inc. and all liabilities of EBI Medical Systems, Inc., whether accrued, contingent or other, properly includable (whether or not reflected) under the following titles on the balance sheet of EBI Medical Systems, Inc. as of the close of business on May 31, 1999 (including, without limitation, accounts receivable, contract rights, computer software, equipment and machinery, files and records, intangible assets, intellectual property, inventory, licenses, permits, owned real property, leased real property, leased personal property, motor vehicles, and all cash, cash equivalents, and other assets of every kind, nature, character, and description, whether real, personal or mixed, and wherever situated) but specifically excluding all partnership interest of EBI L. P., owned by EBI Medical Systems, Inc. and all income tax liabilities of EBI Medical Systems, Inc.:

Accounts Payable
Accounts Receivable
Automobiles
Buildings
Building Improvements
Cash
Cash Equivalents
Construction in Progress
Deferred Assets
Deposits
Accumulated Depreciation
Employee Withholdings
Furniture and Fixtures
Interest Payable
Intangible Assets
Inventory
Land
Land Improvements
Leases
Current and Accrued Liabilities
Machinery and Equipment
Prepays
Long Term Debt and Notes Payable
Receivables
Other Assets
Other Liabilities