

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Linvatec Corporation</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Florida <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Trout & Zimmer</u></p> <p>Internal Address: Street Address: <u>3727 W. Magnolia Blvd. Suite 102</u></p> <p>City: <u>Burbank</u> State: <u>California</u> Zip: <u>91510</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: .</p> <p>Execution Date: <u>July 21, 2006</u></p>	

<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application No.(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s): <u>1,874,599</u></p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP</u></p> <p>Internal Address: Street Address: <u>600 South Avenue West</u> City: <u>Westfield</u> State: <u>NJ</u> Zip: <u>07090</u></p>	<p>6. Total Number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>12-1095</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE


<p>9. Statement and signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and a true copy of the original document.</i></p> <p><u>THOMAS M. PALISI</u> Name of Person Signing</p> <p> Signature</p> <p><u>August 17, 2006</u> Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>4</u></p>
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EXHIBIT A

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered into on 21 day of JULY, 2006, by and between Linvatec Corporation a corporation existing under the laws of the State of Florida having an address of 11311 Concept Blvd., Largo Florida 33733 ("Assignor") and Trout & Zimmer a Delaware corporation, with offices at 3727 W. Magnolia Blvd. Suite 102, Burbank, CA 91510 USA ("T&Z") ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of the trademark described in Exhibit A attached hereto and incorporated by reference herein (the "Mark"); and

Whereas, Assignor wishes to assign his rights in the Mark to Assignee.

Now, Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT: Assignor hereby assigns, sells and transfers to Assignee all of his/her/its rights, title and interest in and to the Mark, including, but not limited to: (i) all registration rights with respect to the Mark, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Mark, and (iv) all income, royalties or claims relating to the Mark due or payable on or after the date of this Assignment.

2. ASSIGNOR'S REPRESENTATIONS: Assignor represents and warrants (i) that Assignor is the exclusive owner of the Mark, (ii) that Assignor possesses all rights, title and interest in and to the Mark, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Mark does not infringe on the rights of any other person or entity, and (v) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

3. CONTINUING OBLIGATIONS: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.

4. BINDING EFFECT: The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

5. GOVERNING LAW: This Assignment shall be governed by and construed in accordance with the laws of the State of California

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed the day and year first above written.

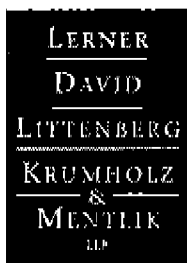
LINVATEC CORPORATION

Gene Warzecha
By: GENE WARZECHA
Title: GENERAL COUNSEL
Date: JULY 21, 2006

EXHIBIT A**DESCRIPTION OF MARK**

Trademark **MANTIS**, in the United States and all other countries of the world, for surgical instruments, including U.S. Trademark Registration No. 1,874,599

TRADEMARK**REEL: 003372 FRAME: 0235**



600 SOUTH AVENUE WEST • WESTFIELD, NEW JERSEY 07090
 908.654.5000 • FAX 908.654.7866 • WWW.LDLKM.COM

PATENTS, TRADEMARKS, COPYRIGHTS & UNFAIR COMPETITION

Facsimile Transmittal

To:	Fax Number	From
USPTO Assignment Division	571-273-0140	Linda Donnelly 908-518-6345

Date: August 17, 2006

No. Pages: 5

File Name.: SPINE 10.0-406A

Client/Matter No: SPINE / 4658

Attorney/Secretary: TMP/kc

MESSAGE:

Please record the attached assignment and fax the Notice of Recordation to Linda Donnelly at 908-654-0415.

NOTICE: The information contained herein is intended only for the addressee identified above. It may be or may include material that is confidential, attorney-client privileged, attorney work product, copyrighted, and/or inside information. If you are not the intended recipient, or a person responsible for delivering this message to the intended recipient, you are hereby notified that the unauthorized use, disclosure, distribution or copying is strictly prohibited and may be in violation of court order or otherwise unlawful. If you have received this transmission in error, please immediately notify us at 908 654 5000 (collect, if necessary) and return this document to us by mail.

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RECORDED: 08/17/2006

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