

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPINAL ELEMENTS, INC.	FORMERLY QUANTUM ORTHOPEDICS INC.	07/14/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	2321 Rosecrans Ave.
Internal Address:	Suite 5000
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Banking Corporation: MICHIGAN

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78851508	ATOMIC
Serial Number:	78914974	SE
Serial Number:	78914967	SPINAL ELEMENTS
Serial Number:	77010060	MOSAIC

CORRESPONDENCE DATA

Fax Number: (858)677-1401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-638-6733
 Email: karen.johanson@dlapiper.com
 Correspondent Name: DLA PIPER US LLP
 Address Line 1: 4365 Executive Dr., Suite 1100
 Address Line 2: Attn: Karen Johanson
 Address Line 4: San Diego, CALIFORNIA 92121-2133

CH \$115.00 78851508

ATTORNEY DOCKET NUMBER:	329034-126
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	02/09/2007
Total Attachments: 5 source=Quantum IPSA#page1.tif source=Quantum IPSA#page2.tif source=Quantum IPSA#page3.tif source=Quantum IPSA#page4.tif source=Quantum IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 14, 2005 by and between COMERICA BANK ("Bank") and QUANTUM ORTHOPEDICS INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

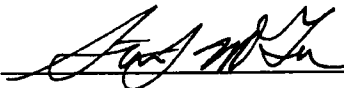
GRANTOR:

Address of Grantor:

2744 Loker Ave.
Carlsbad, CA 92008

Attn: Chief Executive Officer

QUANTUM ORTHOPEDICS INC.

By: 

Title: CFO, VP of OPERATIONS

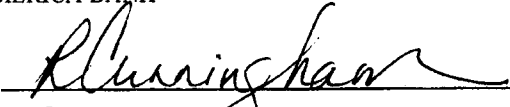
BANK:

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager

COMERICA BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Vertebral facet joint prosthesis and method of fixation	10865073	6/10/04
Osteoconductive integrated spinal cage and method of making same	10991956	11/18/04
System and method for protecting neurovascular structures	11055162	2/10/05
Interbody fusion device	D524443	11/4/05
Interbody fusion device	D533277	11/4/05
Flanged interbody fusion device with fastener insert and retaining ring	11374462	3/13/06
Orthopedic expansion fastener	11374658	3/13/06
Side-biased orthopedic fastener retention	11374659	3/13/06
Flanged interbody fusion device with locking plate	11374662	3/13/06
Flanged interbody fusion device	11374665	3/13/06
Flanged interbody fusion device with hinge	11374668	3/13/06

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ZYRE	78619812	4/29/05
LUCENT	78619820	4/29/05
CRYSTAL	78619825	4/29/05
ATOMIC	78851508	3/31/06
SE (Design)	78914974	6/22/06
SPINAL ELEMENTS	78914967	6/22/06
MOSAIC	77010060	9/28/06