

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Radius Medical, LLC		01/23/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NuVasive, Inc.		
<b>Street Address:</b>	4545 Towne Centre Court		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78825902	FORMAGRAFT	
<b>Serial Number:</b>	78880995	OSTEOFUSE	
<b>Serial Number:</b>	78826918	ORTHOFUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)909-2007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-909-1807		
<b>Email:</b>	jspangler@nuvasive.com		
<b>Correspondent Name:</b>	Jonathan Spangler		
<b>Address Line 1:</b>	4545 Towne Centre Court		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	237US1		
<b>NAME OF SUBMITTER:</b>	Jonathan Spangler		

CH \$90.00 78825902

Signature:	/jonathan spangler/
Date:	02/23/2007
Total Attachments: 4 source=Radius TM Assignment#page1.tif source=Radius TM Assignment#page2.tif source=Radius TM Assignment#page3.tif source=Radius TM Assignment#page4.tif	

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment") is made effective as of January 23, 2007, by Radius Medical, LLC, a California limited liability company ("Assignor"), to NuVasive, Inc., a Delaware corporation ("Assignee").

### WITNESSETH

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated January 23, 2007 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Purchase Agreement), including, without limitation, the trademarks, service marks, trade dress, logos, trade names and corporate names, whether or not registered, set forth on Schedule 4.7(a)(i) to the Purchase Agreement, and all of the goodwill associated therewith and all common law rights and registrations and applications for registration thereof (collectively, the "Assigned Trademarks");

WHEREAS, Assignor represents and warrants that it has the right and authority to execute this Assignment and convey the rights set forth herein and that Assignor has not previously assigned the Assigned Trademarks to any third party; and

WHEREAS, Assignor's entering into this Assignment is a material inducement for Assignee agreeing to enter into and complete the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest throughout the world in and under the Assigned Trademarks, and further, all rights and privileges pertaining to the Assigned Trademarks, including without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all other foreign countries to record the registrations of the Assigned Trademarks as the property of Assignee and to issue all future registrations for the Assigned Trademarks to Assignee.

2. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications in the United States or in any foreign country for trademark registrations or other forms of protection for the Assigned Trademarks and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by any convention, treaty or agreement, and the right to invoke and claim such right of priority without further written or oral authorization. Whenever necessary or desirable, Assignor agrees to review and execute and cause inventors to execute any or all documents to give effect to this provision.

3. Authorization of Trademark Offices to Record. Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee as or its successors, assigns or nominees to apply for trademark registrations or other proper protection for the Assigned Trademarks, and to claim the aforesaid benefits of the right of priority provided by any convention, treaty or agreement, and to bring all actions or proceedings in its own name, of right, without further consent of Assignor.

4. Further Assurances. Assignor agrees to take such further action and to execute such reasonable and truthful documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Assigned Trademarks and any improvements thereunder.

5. Governing Law. This Assignment will be governed by and construed under the laws of the State of California and the United States without regard to conflicts of laws provisions thereof.

6. Cooperation. Assignor shall use Assignor's best efforts to cooperate fully with Assignee and shall retain and give Assignee complete access to all of Assignor's relevant books and records and make all relevant personnel available as witnesses in connection with any litigation or enforcement efforts relating to the Assigned Trademarks. As part of such cooperation, Assignee may join Assignor as a party if the need arises, although such joinder shall be solely at Assignee's expense (including the payment of Assignor's attorneys fees).

7. No Rights in Third Parties. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the parties hereto and their respective successors assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

8. Successors and Assigns. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

9. Counterparts. This instrument may be executed by the parties hereto in separate counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

10. Inconsistencies with the Purchase Agreement. In the event of inconsistencies between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall be controlling.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor does hereby release and forever quitclaim to Assignee all of its right, title and interest in and to the Assigned Trademarks, as of the date first above written.

RADIUS MEDICAL, LLC

By: \_\_\_\_\_

*[Handwritten Signature]*

Name: \_\_\_\_\_

*Rossie Cook*

Title \_\_\_\_\_

*CEO*

**SIGNATURE PAGE TO  
ASSIGNMENT OF TRADEMARKS**

SD 855802 v1  
(39911.0012)

**TRADEMARK  
REEL: 003487 FRAME: 0787**

**Schedule 4.7(a)**

**Intellectual Property**

1. Russell Cook filed an application for a Patent in the United States for "Bone Graft Substitutes and Methods Thereof" on July 20, 2006, which application has been assigned to Seller. (Application No.: 11,458,681).
2. Seller filed an application for a Trademark in the United States for "FORMAGRAFT COLLAGEN BONE GRAFT MATRIX" on February 28, 2006. (Serial No.: 78825910).
3. Seller's Trademark in the United States for "FORMAGRAFT" was registered on January 2, 2007. (Serial No.: 78825902). (Registration No. 3193633).
4. Seller filed an application for a Trademark in the United States for "OSTEOFUSE" on May 10, 2006. (Serial No.: 78880995).
5. Seller filed an application for a Trademark in the United States for "ORTHOFUSE" on March 1, 2006. (Serial No.: 78826918).
6. Seller filed an application for a Trademark in the United States for "radius MEDICAL" on March 27, 2006. (Serial No.: 78847382).
7. Seller filed an application for a Trademark in the United States for "RADIUS MEDICAL" on March 27, 2006. (Serial No.: 78847362).
8. Under Amendment No. 3 to Supply Agreement, Seller has an exclusive, perpetual, royalty free license to use MBI's Products (as defined in the Supply Agreement dated as of November 4, 2004 by and between Seller and MBI).
9. Under an Equipment Purchase Agreement dated as of March 20, 2006 by and between Seller and Access MediQuip, LLC, Seller granted Access MediQuip, LLC a limited, nonexclusive, nontransferable, royalty-free license to use Seller's trademarks exclusively to promote and advertise Seller's products.