

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Xtremi-T, LLC		03/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortress Credit Corp.		
<b>Street Address:</b>	1345 Avenue of the Americas, 46th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78515288	REFIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-2432		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-2432		
<b>Email:</b>	mfagin@skadden.com		
<b>Correspondent Name:</b>	Matthew Fagin		
<b>Address Line 1:</b>	4 Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	695220/50		
<b>NAME OF SUBMITTER:</b>	Matthew Fagin		
<b>Signature:</b>	/Matthew Fagin/		
<b>Date:</b>	04/20/2007		

CH \$40.00 78515288

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated March 30, 2007, is made by Xtremi-T, LLC, a Delaware Limited Liability Company located at 505 Park Avenue, 14th Floor, New York, NY 10022 (“Assignor”) in favor of Fortress Credit Corp., a Delaware corporation, located at 1345 Avenue of the Americas, 46th floor, New York, NY 10105, as Administrative Agent for certain lenders (in such capacity, together with any permitted successors and assigns, “Assignee”). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into a Security Agreement, dated as of March 30, 2007, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Assignor has hypothecated and granted to Assignor, for the benefit of the Administrative Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the “Collateral”);

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, the Parties agree as follows:

As collateral security for all of the Obligations, Assignor hereby grants to the Assignee, for the benefit of the Administrative Agent and the Lenders, a continuing security interest in the Collateral, and Assignee hereby accepts such assignment from Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

This Agreement shall be governed by, and construed in accordance with, the law of the state of New York applicable to contracts made and to be performed in the state of New York, except as required by mandatory provisions of law and except to the extent that the

perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

XTREMI-T, LLC

By: 

Name:

Title:

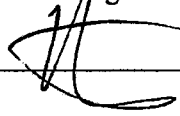
Anthony G. Viscogliosi  
Chief Executive Officer

*Trademark Security Agreement  
(Xtremi-T, LLC)*

Agreed and Accepted:

FORTRESS CREDIT CORP.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:



MARC K. FURSTEIN  
CHIEF OPERATING OFFICER

*Small Bone Trademark Security Agreement  
(Xtremi-T, LLC)*

**TRADEMARK  
REEL: 003526 FRAME: 0504**

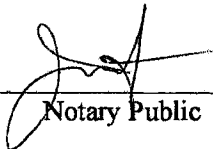
**ACKNOWLEDGMENT OF GRANTOR**

STATE OF New York

ss.:

COUNTY OF New York

On this 2<sup>nd</sup> day of APRIL, 2007, before me personally came ANTHONY G. Viscapiani to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Chief Executive Officer of XTRMI-T, LLC, a CORPORATION, and that s/he executed the foregoing instrument in the name of XTRMI-T, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

  
\_\_\_\_\_  
Notary Public

John M. Donovan  
Notary Public  
State of New York  
Qualified in Richmond County  
Certificate Filed in New York County  
#02DO6112162  
Commission Expires JUNE 28, 2008

*Trademark Security Agreement  
(Xtremi-T, LLC)*

SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

<b>Product</b>	<b>Mark</b>	<b>Application or Registration Number</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Country</b>	<b>Class</b>	<b>Owner</b>
REFIX Pins and Screws	REFIX	78515288	11/11/04		US	10 Int.	XTREMI-T, LLC