

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Entity Type previously recorded on Reel 003306 Frame 0253. Assignor(s) hereby confirms the Merger.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Small Bone Innovations, LLC		12/12/2005	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Small Bone Innovations, Inc.
<b>Street Address:</b>	505 Park Avenue
<b>Internal Address:</b>	14th floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78587628	SBI UNIVERSAL HAND SYSTEM
Serial Number:	78587633	SBI
Serial Number:	78587636	SMALL BONE INNOVATIONS
Serial Number:	78609228	SBI
Serial Number:	78642946	VUEFIX
Serial Number:	78644566	AUTOFIX
Serial Number:	78683773	RINGFIX

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: trademarks@morganlewis.com, cklein@morganlewis.com,  
 eweber@morganlewis.com

CH \$190.00 78587628

Correspondent Name: Elsa Weber, Paralegal  
Address Line 1: 1111 Pennsylvania Avenue, NW  
Address Line 2: Att. TMSU  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 062845.3000

NAME OF SUBMITTER: Elsa Weber

Signature: /Elsa Weber/

Date: 08/02/2007

Total Attachments: 7  
source=SFX1EDD#page1.tif  
source=SFX1EDD#page2.tif  
source=SFX1EDD#page3.tif  
source=SFX1EDD#page4.tif  
source=SFX1EDD#page5.tif  
source=SFX1EDD#page6.tif  
source=SFX1EDD#page7.tif

# Delaware

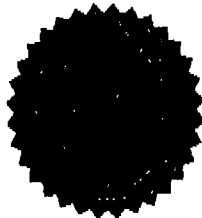
*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SMALL BONE INNOVATIONS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "SMALL BONE INNOVATIONS, INC." UNDER THE NAME OF "SMALL BONE INNOVATIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWELFTH DAY OF DECEMBER, A.D. 2005, AT 12:26 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4361253

3808010 8100M

051008653

DATE: 12-12-05

State of Delaware  
 Secretary of State  
 Division of Corporations  
 Delivered 12:27 PM 12/12/2005  
 FILED 12:26 PM 12/12/2005  
 SRV 051008653 - 3808010 FILE

**STATE OF DELAWARE  
 CERTIFICATE OF MERGER OF  
 DOMESTIC LIMITED LIABILITY COMPANY  
 INTO A  
 DOMESTIC CORPORATION**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of the surviving corporation is Small Bone Innovations, Inc.  
 \_\_\_\_\_, a Delaware Corporation, and the name of the  
 limited liability company being merged into this surviving corporation is \_\_\_\_\_  
Small Bone Innovations, LLC, a Delaware limited liability company

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

**THIRD:** The name of the surviving corporation is Small Bone Innovations, Inc.  
 \_\_\_\_\_

**FOURTH:** The merger is to become effective on upon filing

**FIFTH:** The Agreement of Merger is on file at 505 Park Avenue; 14th Floor;  
New York, NY 10022, the place of business of the surviving corporation.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

**SEVENTH:** The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 12<sup>th</sup> day of December, A.D., 2005.

By: [Signature]  
 Authorized Officer

Name: Anthony G. Viscoqliosi  
 Title: Chief Executive Officer

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated this 12th day of December, 2005 by and between Small Bone Innovations, Inc., a Delaware corporation and Small Bone Innovations, LLC, a Delaware limited liability company.

WHEREAS, each of the constituent companies desires to merge into a single company.

NOW, THEREFORE, the companies party to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree as follows:

1. The Constituent Companies. The parties respectively acknowledge and confirm as follows:

(a) The name of each constituent company is as follows:

(i) Small Bone Innovations, LLC, a limited liability company organized and existing under the laws of the State of Delaware.

(ii) Small Bone Innovations, Inc., a corporation organized and existing under the laws of the State of Delaware.

(b) The name of the Surviving Corporation (as defined below) is, and following the Merger (as defined below) will be, Small Bone Innovations, Inc.

(c) The designation and number of outstanding shares of stock or units, as the case may be, of each class and series of each constituent company is as follows:

<u>Name of Company</u>	<u>Designation of Shares/Units</u>	<u>Authorized Shares/Units</u>	<u>Outstanding Shares/Units</u>
Small Bone Innovations, Inc.	Common Stock, par value \$0.01 per share	52,000,000	None
	Series A Preferred Stock, par value \$0.01 per share	18,852,481	None
	Series B Preferred Stock, par value \$0.01 per share	24,365,212	None
Small Bone Innovations, LLC	Common Units	N/A	100
	Class A Units	N/A	18,852,481

(d) The holders of Common Units and Class A Units of Small Bone Innovations, LLC are entitled to vote as a class to approve the Merger, and are entitled to one vote for each Common Unit and Class A Unit held.

(e) The number of authorized and outstanding shares of stock or units, as the case may be, of the constituent companies is not subject to change prior to the Effective Time (as defined below).

2. The Merger. Subject to the terms and conditions set forth in this Agreement and Plan of Merger and in accordance with Section 251 of the Delaware General Corporation Law (the "DGCL") and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), at the Effective Time (as defined below), Small Bone Innovations, LLC (the "Merged Company") shall merge with and into Small Bone Innovations, Inc. (the "Merger") and the separate corporate existence of the Merged Company shall thereupon cease, and Small Bone Innovations, Inc. shall be the surviving corporation (the "Surviving Corporation").

3. Succession. On the Effective Date, the Surviving Corporation shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Merged Company in the manner of and as more fully set forth in Section 259 of the DGCL. Without limiting the foregoing, upon the Effective Date, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Merged Company shall be transferred to, vested in and devolved upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Merged Company and the Surviving Corporation shall be as effectively the property of the Surviving Corporation as they were of the Merged Company and the Surviving Corporation, respectively. All rights of creditors of the Merged Company and all liens upon any property of the Merged Company shall be preserved and unimpaired, and all debts, liabilities and duties of the Merged Company shall attach to the Surviving Corporation as though it had been the party thereto in lieu of the Merged Company and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

4. Certificate of Merger; Effective Time. The parties shall cause the Merger to be consummated by filing a certificate of merger, in such form as is required by the relevant provisions of the DGCL and the DLLCA, with the Secretary of State of the State of Delaware. The Merger shall become effective upon filing.

5. Certificate of Incorporation and Bylaws of the Surviving Corporation. The Certificate of Incorporation and the Bylaws of the Surviving Corporation, as heretofore amended and as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Certificate of Incorporation and Bylaws of the Surviving Corporation, until thereafter amended and in accordance with the applicable laws and respective terms thereof.

6. Conversion of Capital Stock. At the Effective Time, (i) each Common Unit of the Merged Company issued and outstanding immediately prior to the Effective Time ("Merged Company Common Units") shall, by virtue of the Merger, and without any action on the part of the Merged Company, the Surviving Corporation, or the holders thereof, automatically cease to exist, and shall be automatically cancelled and converted into the right to receive one share of

Common Stock, par value \$0.01 per share, of the Surviving Corporation ("Surviving Corporation Common Stock"), (ii) each Class A Unit of the Merged Company issued and outstanding immediately prior to the Effective Time ("Merged Company Class A Units," and together with the Merged Company Common Units, the "Merged Company Units") shall, by virtue of the Merger, and without any action on the part of the Merged Company, the Surviving Corporation, or the holders thereof, automatically cease to exist, and shall be automatically cancelled and converted into the right to receive one share of Series A Preferred Stock, par value \$0.01 per share, of the Surviving Corporation ("Surviving Corporation Series A Stock," and together with the Surviving Corporation Common Stock, the "Surviving Corporation Stock") and (iii) each certificate evidencing ownership of Merged Company Units shall evidence ownership of a number of shares of Surviving Corporation Stock determined in accordance with clause (i) of this Section 5.

7. Exchange of Certificates; Uncertified Units. Promptly following the Effective Time, each holder of a certificate representing Merged Company Units shall surrender the same to the Surviving Corporation and, upon such surrender, the Surviving Corporation shall issue to each such holder, one or more stock certificate(s) representing the number of shares of Surviving Corporation Stock that the holder thereof is entitled to receive pursuant to Section 5 of this Agreement and Plan of Merger. Until so surrendered, each of such certificates shall be treated by the Surviving Corporation for all corporate purposes as evidencing ownership of the number of shares of Surviving Corporation Stock that the holder thereof is entitled to receive, upon surrender thereof, pursuant to Section 5 of this Agreement and Plan of Merger. Promptly following the Effective Time, the Surviving Corporation shall issue to each holder of Merged Company Units that is not represented by an outstanding unit certificate, one or more stock certificate(s) representing the number of shares of Surviving Corporation Stock that the holder thereof is entitled to receive pursuant to this Agreement and Plan of Merger.

8. Directors and Officers. The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall, from and after the Effective Time, continue in office as the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected or appointed and qualified, or until their earlier death, resignation, or removal in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

9. Tax Treatment. The constituent companies hereto contemplate and intend that this transaction qualify as part of an income tax-free contribution to a corporation pursuant to Section 351 of the Internal Revenue Code of 1986 and agree to report such transaction accordingly for federal, state and local income tax purposes.

10. Termination; Amendment. Anything herein to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors or the Members of the constituent companies, as the case may be, at any time prior to the Effective Time. This Agreement and Plan of Merger may be amended by the Board of Directors and the Members, as the case may be, of the constituent companies at any time prior to the Effective Time; provided that an amendment made subsequent to the adoption of this Agreement and Plan of Merger by the holders of the equity of either of the constituent companies shall not (i) alter or change the amount or kind of shares or rights to be received in exchange for or upon conversion

of the shares of capital equity of such constituent company, (ii) alter or change any provision of the Certificate of Incorporation of the Surviving Corporation to be effected by the merger, or (iii) alter or change any of the terms and conditions of this Agreement and Plan of Merger if such alteration or change would adversely affect the rights of the holders of capital of such constituent company.

11. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of the Merged Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merged Company, and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of the Merged Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

12. Governing Law. This Agreement and Plan of Merger and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware.

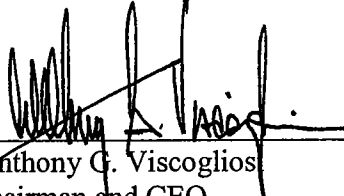
13. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

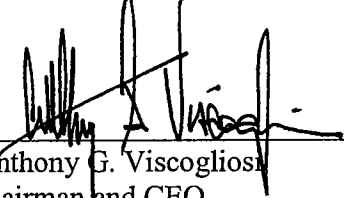


IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

Small Bone Innovations, Inc.

By:   
Name: Anthony G. Viscogliosi  
Title: Chairman and CEO

Small Bone Innovations, LLC

By:   
Name: Anthony G. Viscogliosi  
Title: Chairman and CEO