

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
CONFORMIS, INC.		07/19/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc. in its capacity as Administrative Agent for Lenders
Street Address:	222 NORTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77200574	IDUO
Serial Number:	77200570	IUNI
Serial Number:	77200565	IFORMA
Serial Number:	77200561	ITOTAL
Serial Number:	77200559	IJIG
Serial Number:	76633746	
Serial Number:	76633986	C C CONFORMIS
Serial Number:	76578405	CONFORMIS
Serial Number:	76585129	CONFORMIS

CORRESPONDENCE DATA

Fax Number: (415)393-2286
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Email: john.connolly@bingham.com

CH \$240.00 77200574

Correspondent Name: John P. Connolly, Bingham McCutchen LLP
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Address Line 4: San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	3003097-0000313437 ADSOUT
NAME OF SUBMITTER:	Mary Dougherty
Signature:	/Mary Dougherty/
Date:	08/07/2007

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made as of July 19, 2007 by CONFORMIS, INC., a Delaware corporation ("Grantor") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc. ("MLC") in its capacity as administrative agent ("Agent") for Lenders (defined below).

RECITALS

A. MLC and the other entities from time to time parties thereto (each individually a "Lender", and collectively the "Lenders") have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit and Security Agreement by and among the Lenders, Agent and Borrower dated July __, 2007 (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents, trademarks listed on Schedules A, B and C hereto) which constitutes Collateral, 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 Agent under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, and those which are now or hereafter available to the Lenders and Agent as a matter of law or equity. Each right, power and remedy of the Lenders and Agent provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and the exercise by the Lenders and Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lenders and Agent, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, this Intellectual Property Security Agreement is duly executed as of the first date written above.

GRANTOR:

Address of Grantor:

CONFORMIS, INC.

ConforMIS, Inc.
Attention: President
5 Militia Drive Unit 2
Lexington, MA 02421
Fax (781) 860-5108

By: Patrick Hess, PhD

Name: PATRICK HESS PhD

Title: CEO

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

US registered patents

Client/Matter #:	Country	App/ Title:	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
2960/103	US	Methods and Compositions for Articular Resurfacing	ORD	Published	10/160,667	28-May-2002		
2960/107	US	Methods and Compositions for Articular Repair	CIP	Published	10/305,652	27-Nov-2002		
2960/112	US	Minimally Invasive Joint Implant with 3-Dimensional Geometry Matching the Articular Surfaces	ORD	Published	10/681,749	07-Oct-2003		
2960/113	US	Minimally Invasive Joint Implant with 3-Dimensional Geometry Matching the Articular Surfaces	ORD	Published	10/681,750	07-Oct-2003		
2960/114	US	Methods for Determining Meniscal Size and Shape and for Devising Treatment	ORD	Published	10/704,208	07-Nov-2003		
2960/115	US	Methods for Determining Meniscal Size and Shape and for Devising Treatment	ORD	Published	10/704,325	07-Nov-2003		
2960/116	US	Patient Selectable Joint Arthroplasty Devices and Surgical Tools Facilitating Increased Accuracy, Speed and Simplicity in Performing Total and Partial Joint Arthroplasty	CIP	Allowed	10/724,010	25-Nov-2003		
2960/117	US	Fusion of Multiple Imaging Planes for Isotropic Imaging in MRI and Quantitative Image Analysis Using Isotropic or Near Isotropic Imaging	ORD	Published	10/728,731	04-Dec-2003		
2960/118	US	Methods to Improve Cartilage Repair Systems	CIP	Published	10/752,438	05-Jan-2004		
2960/119	US	Surgical Cutting Tool	ORD	Published	10/993,706	19-Nov-2004		
2960/120	US	Patient Selectable Knee Joint Arthroplasty Devices	CIP	Published	10/997,407	24-Nov-		

Client/Matter #:	Country	App/ Title:	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
						2004		
2960/121	US	Surgical Tools Facilitating Increased Accuracy, Speed and Simplicity in Performing Joint Arthroplasty	CIP	Published	11/002,573	02-Dec-2004		
2960/130	US	Surgical Tools for Performing Joint Arthroplasty	PRO	Pending	60/788,339	31-Mar-2006		
2960/131	US	Joint Arthroplasty Devices	CIP	Published	11/537,318	29-Sep-2006		
2960/132	US	Implant Grasper	CIP	Pending	11/562,724	22-Nov-2006		
2960/136	US	Patient Selectable Joint Arthroplasty Devices and Surgical Tools	CIP	Pending	11/671,745	06-Feb-2007		
2960/137	US	Implant Device and Method for Manufacture	PRO	Pending	60/889,859	14-Feb-2007		
2960/138	US	Interpositional Joint Implant	CIP	Pending	11/688,340	20-Mar-2007		
2960/139	US	Surgical Tools for Joint Arthroplasty	FOP	Pending	60/894,744	14-Mar-2007		
2960/141	US	Devices and Methods for Treating Facet Joints, Uncovertebral Joints, Costovertebral Joints and Other Joints	CIP	Published	11/602,713	21-Nov-2006		
2960/144	US	Surgical Cutting Guide	PRO	Pending	60/943,726	13-Jun-2007		
2960/145	US	Joint Arthroplasty Devices Formed In Situ	CIP	Pending	11/326,405	22-Nov-2005		

EXHIBIT C

Trademarks

US registered trademarks

Serial Number	Word Mark (if applicable)
77200574	IDUO
77200570	IUNI
77200565	IFORMA
77200561	ITOTAL
77200559	IJIG
76633746	
76633986	C C CONFORMIS
76578405	CONFORMIS
76585129	CONFORMIS