

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
N SPINE, INC.		08/31/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1191
Entity Type:	CORPORATION:

Name:	OXFORD FINANCE CORPORATION
Street Address:	133 N. Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77238699	NGARDE
Serial Number:	77238817	KINESURE
Serial Number:	77238808	NFLEX
Serial Number:	77238684	NGUARD
Serial Number:	77238670	NHANCE

CORRESPONDENCE DATA

Fax Number: (858)638-5033

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900087472

**TRADEMARK
 REEL: 003626 FRAME: 0232**

CH \$140.00 77238699

Phone: 8586386733
Email: karen.johanson@dlapiper.com
Correspondent Name: DLA PIPER US LLP
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 2: Attn: Karen Johanson
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-86
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	09/20/2007

Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of August 31, 2007 by and between Silicon Valley Bank ("SVB"), Oxford Finance Corporation ("Oxford", and together with SVB, each a "Lender" and collectively, "Lenders") and N SPINE, INC., a California corporation ("Grantor").

RECITALS

A. SVB and Grantor have entered into that certain Intellectual Property Security Agreement dated as of February 13, 2007, as amended from time to time (the "Original Agreement"). Lenders and Grantor wish to amend and restate the terms of the Original Agreement in accordance with the terms hereof.

B. 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 Loan and Security Agreement by and between SVB, Oxford and Grantor dated as of February 13, 2007, as amended by that certain First Amendment to Loan and Security Agreement dated as of June 29, 2007, that certain Second Amendment to Loan and Security Agreement dated as of July 6, 2007 and that certain Third Amendment to Loan and Security Agreement dated as of the date hereof and that certain Loan and Security Agreement between SVB and Grantor dated as of February 13, 2007 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreements"; capitalized terms used herein are used as defined in the Loan Agreements). Lenders willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreements.

C. Pursuant to the terms of the Loan Agreements, Grantor has granted to 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 Loan Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, Grantor grants and pledges to Lenders 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 Lenders under the Loan Agreements. The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements and the other Loan Documents, and those which are now or hereafter available to Lenders as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Loan Agreements 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 Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreements 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 Lenders, of any or all other rights, powers or remedies.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are, except as otherwise set forth herein, hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Documents.

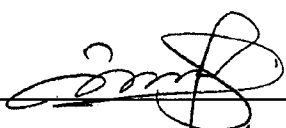
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

N-SPINE, INC.

Address of Grantor:

6244 Ferris Square, Suite B
San Diego, CA 92121

By:  _____

Title: president _____

Attn: Sean Na _____

LENDERS:

Addresses of Lenders:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Title: _____

Attn: _____

OXFORD FINANCE CORPORATION

133 N. Fairfax Street
Alexandria, VA 22314

By: _____

Title: _____

Attn: _____

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GRANTOR:

Address of Grantor:

N-SPINE, INC.

6244 Ferris Square, Suite B
San Diego, CA 92121

By: _____

Attn: _____


Title: _____

LENDERS:

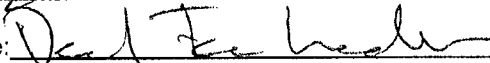
Addresses of Lenders:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By:  _____

Attn: _____

Title:  _____

OXFORD FINANCE CORPORATION

133 N. Fairfax Street
Alexandria, VA 22314

By: _____

Attn: _____

Title: _____

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GRANTOR:

Address of Grantor:

N-SPINE, INC.

6244 Ferris Square, Suite B
San Diego, CA 92121

By: _____

Attn: _____

Title: _____

LENDERS:

Addresses of Lenders:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Attn: _____

Title: _____

133 N. Fairfax Street
Alexandria, VA 22314

OXFORD FINANCE CORPORATION

Attn: Timothy A. Cox

By: TAC

Title: TA. Cox
COO

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Marking and guidance method and system for flexible fixation of a spine	7137985	11/21/06
Marking and guidance method and system for flexible fixation of a spine	11595303	11/10/06
Spinal stabilization device	11072886	3/3/05
Method and apparatus for flexible fixation of a spine	11071271	3/2/05

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NGARDE	77238699	7/25/07
KINESURE	77238817	7/25/07
NFLEX	77238808	7/25/07
NGUARD	77238684	7/25/07
NHANCE	77238670	7/25/07

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.