

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pioneer Laboratories, Inc.		07/07/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Nexa Orthopedics, Inc.		
Street Address:	11035 Roselle Street		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2611402	STAYFUSE	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	612-766-7773		
Email:	kstefano@faegre.com		
Correspondent Name:	Karl Schwappach		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402-3901		
ATTORNEY DOCKET NUMBER:	79740-361653		
NAME OF SUBMITTER:	Karl G. Schwappach		
Signature:	/Karl G. Schwappach/		
Date:	02/06/2008		

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REEL: 003714 FRAME: 0426

Total Attachments: 5

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BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale"), by and between Pioneer Laboratories, Inc., a corporation organized under the laws of Michigan ("Seller"), and Nexa Orthopedics, Inc., a corporation organized under the laws of Delaware ("Buyer"), is executed as of July 7, 2005.

WHEREAS, Seller and Buyer have heretofore entered into an Asset Purchase Agreement ("Agreement") dated as of July 7, 2005, providing, among other things, for the sale by Seller and the purchase by Buyer of the Purchased Assets (any capitalized term used but not defined in this Bill of Sale has the meaning ascribed to it in the Agreement); and

WHEREAS, pursuant to the Agreement, Seller and Buyer are required to execute and deliver this Bill of Sale in connection with the consummation of the transactions contemplated by the Agreement; and

WHEREAS, simultaneously with the execution of this Bill of Sale, Buyer is executing an Assumption Agreement, under which it is assuming the Assumed Liabilities pursuant to the terms and conditions of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer covenant and agree as follows:

1. Bill of Sale of Assets. Seller hereby conveys, sells, assigns, transfers, and delivers free and clear of all Liens, unto Buyer and its successors and assigns and Buyer hereby purchases Seller's right, title and interest in and to the Purchased Assets (the "Conveyed Assets").

TO HAVE AND TO HOLD the Conveyed Assets unto Buyer and its successors and assigns forever.

2. Excluded Assets. Notwithstanding anything to the contrary in this Bill of Sale, the Conveyed Assets of Seller which are being conveyed, sold, assigned, transferred, and delivered pursuant to this Bill of Sale shall not include, and Seller shall not convey, sell, assign, transfer, or deliver any of the Excluded Assets.

3. Further Assurances. Seller and Buyer hereby covenant and agree to execute, acknowledge and deliver all and every such further conveyance and other instrument and to do such further acts as are or may be reasonably necessary or appropriate more fully to carry out the intent of this Bill of Sale.

4. Governing Law. This Bill of Sale shall be governed by, construed and enforced in accordance with the laws of the State of Michigan applicable to contracts entered into, and to be performed wholly within, such state.

5. Binding Effect. This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Bill of Sale
as of the day and year first written above.

PIONEER LABORATORIES, INC.

By: Burns Severn
Name: BURNS S. SEVERN
Title: C.O.O.

NEXA ORTHOPEDICS, INC.

By: _____
Name: _____
Title: _____

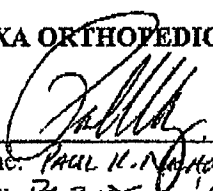
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IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Bill of Sale
as of the day and year first written above.

PIONEER LABORATORIES, INC.

By: _____
Name:
Title:

NEXA ORTHOPEDICS, INC.

By:  _____
Name: PAUL H. NICHOLS, JR.
Title: PRESIDENT; CEO

Schedule 4.21(a)
Intellectual Property – List

1. Bone Fixation and Fusion System
U.S. Patent No.: 5,417,692
Date of Patent: May 23, 1995
2. Bone Connector System
U.S. Patent No.: 6,413,260
Date of Patent: July 2, 2002
3. Bone Connector System with Anti-Rotational Feature
U.S. Patent No.: 6,458,134
Date of Patent: October 1, 2002
4. Bone Connector System with Anti-Rotational Feature
U.S. Patent No.: 6,517,543
Date of Patent: February 11, 2003
5. U.S. Trademark of "StayFuse"
Registration No: 2611402
Registration Date: August 27, 2002
Serial No: 76007513