

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
NuVasive, Inc.		06/12/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Osteotech, Inc.		
Street Address:	51 James Way		
City:	Eatontown		
State/Country:	NEW JERSEY		
Postal Code:	07724		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78880995	OSTEOFUSE	
Serial Number:	78826918	ORTHOFUSE	
CORRESPONDENCE DATA			
Fax Number:	(303)629-3450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-629-3400		
Email:	docketing-dv@dorsey.com		
Correspondent Name:	Charlene M. Krogh		
Address Line 1:	370 Seventeenth Street, Suite 4700		
Address Line 2:	Dorsey & Whitney LLP		
Address Line 4:	Denver, COLORADO 80015		
ATTORNEY DOCKET NUMBER:	M9699US, M9697US ~ 446368		
NAME OF SUBMITTER:	Charlene M. Krogh		
Signature:	/2112 CMK/		

CH \$65.00 78880995

Date:

06/16/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment effective as of May 31, 2008, is made by NuVasive, Inc., Delaware corporation ("Assignor"), for the benefit of Osteotech, Inc., a Delaware corporation ("Assignee").

31, 2008 (the "Settlement Agreement"); and

WHEREAS, pursuant to the terms of the Settlement Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to all of the trademarks and trademark applications of Assignor described in Exhibit 1 hereto (collectively, the "Marks"), together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire worldwide right, title and interest in and to the Marks, together with the goodwill associated therewith, all common law rights related to the Marks, all rights of registration, renewal and extension, and the right to sue and recover for damages and profits for past, present and future infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, Assignor hereby executes this Assignment.

ASSIGNOR:
NUVASIVE, INC.

By: [Signature]

Title: EVPCFO

Date: 6-12-08

Subscribed and sworn to before me this 31 day of May, 2008

[Signature]
Notary Public

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____

Signature of Document Signer No. 2 (if any) _____

State of California
 County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this

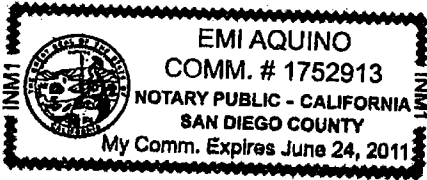
18 day of JUNE, 2008, by
Date Month Year
 (1) KEVIN C. O'BOYLE
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and
 (2) NO OTHER SIGNER
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: TRADEMARK ASSIGNMENT

Document Date: JUNE 18, 2008 Number of Pages: 1

Signer(s) Other Than Named Above: NO OTHER SIGNER

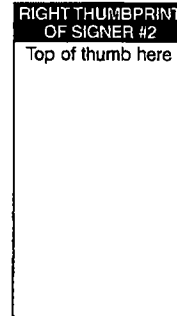


Exhibit 1: TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Class</u>
OSTEOFUSE	78/880,995	May 10, 2006	10
ORTHOFUSE	78/826,918	March 1, 2006	10