

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
Osiris Therapeutics, Inc.		07/24/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NuVasive, Inc.		
Street Address:	7473 Lusk Boulevard		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2470069	OSTEOCEL	
CORRESPONDENCE DATA			
Fax Number:	(619)764-6701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6196992651		
Email:	sdtrademark@dlapiper.com		
Correspondent Name:	K. Danica Ray		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101-4297		
ATTORNEY DOCKET NUMBER:	CM# 367895-3 (GTO)		
NAME OF SUBMITTER:	K. Danica Ray		
Signature:	/kdray/		
Date:	07/29/2008		

OP \$40.00 2470069

Total Attachments: 5

source=NuVasive Asg#page1.tif

source=NuVasive Asg#page2.tif

source=NuVasive Asg#page3.tif

source=NuVasive Asg#page4.tif

source=NuVasive Asg#page5.tif

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made effective as of July 24, 2008, by Osiris Therapeutics, Inc., a Delaware corporation ("Assignor"), to NuVasive, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of certain trademarks and/or service marks; and

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated May 8, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Transferred Assets (such initially capitalized term and, except as defined herein, all other initially capitalized terms used herein shall have the same meanings ascribed to them in the Purchase Agreement), including, without limitation, the trademarks, service marks, trade names, domain names, logos, designs, brand names, trade dress and slogans, whether or not registered, set forth on Exhibit A attached hereto, and all of the goodwill associated therewith and all common law rights and registrations and applications for registration thereof (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignor's entering into this Assignment is a material inducement for Assignee agreeing to enter into and complete the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee the Assigned Trademarks and all of Assignor's right, title and interest in and to the Assigned Trademarks, including all common law rights therein, applications to register therefor, together with the goodwill of the business symbolized by the Assigned Trademarks and all claims for damages by reason of past infringements of the Assigned Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. Seller authorizes the Commissioner of Patents and Trademarks of the United States of America, and the empowered officials of all other governments to issue, assign, and otherwise transfer all of the Assigned Trademarks to Assignee, as assignee thereof, or otherwise as Assignee may direct.

2. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications in the United States or in any foreign country for trademark registrations or other forms of protection for the Assigned Trademarks and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by any convention, treaty or agreement, and the right to invoke and claim such right of priority without further written or oral authorization. Whenever necessary,

Assignor agrees to use commercially reasonable efforts to review and execute and cause the appropriate persons to execute any or all documents to give effect to this provision.

3. Further Assurances. Assignor covenants and agrees that, at the cost and request of Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as Assignee may reasonably request to give effect to this Assignment.

4. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. Cooperation. Assignor shall use Assignor's commercially reasonable efforts to cooperate fully with Assignee to give Assignee access to Assignor's relevant books and records and to make all relevant personnel available as witnesses in connection with any litigation or enforcement efforts relating to the Assigned Trademarks.

6. Successors and Assigns. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Counterparts. This instrument may be executed by the parties hereto in separate counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

ASSIGNOR:

OSIRIS THERAPEUTICS, INC.
a Delaware corporation

By: C. Mills

Name: C. Randal Mills

Title: President & CEO

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

NUVASIVE, INC.
a Delaware corporation

By: _____

Name:

Title:

SIGNATURE PAGE TO
ASSIGNMENT OF TRADEMARKS

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

ASSIGNOR:

OSIRIS THERAPEUTICS, INC.
a Delaware corporation

By: _____

Name:

Title:

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

NUVASIVE, INC.
a Delaware corporation

By:  _____

Name:

Title:

**SIGNATURE PAGE TO
ASSIGNMENT OF TRADEMARKS**

**TRADEMARK
REEL: 003824 FRAME: 0431**

EXHIBIT A

**OSIRIS THERAPEUTICS, INC.
LIST OF TRADEMARKS**

- 1) United States Trademark ("Osteocel®") Registration No. 2470069
- 2) Madrid Protocol Trademark ("Osteocel®") Registration No. 945965