

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ORTHOPEDIC DEVELOPMENT CORPORATION		10/16/2008	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE PRIVATE BANK OF THE PENINSULA		
<b>Street Address:</b>	505 Hamilton Ave.		
<b>Internal Address:</b>	Suite 110		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3290465	TRUFUSE	
Serial Number:	77513273	MINSURG INTERNATIONAL, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley Godward Kronish LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	308866-120 MINSURG		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		

CH \$65.00 3290465

Signature:

/Erin O'Brien/

Date:

10/30/2008

**Total Attachments: 4**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of October 16, 2008 by and between **THE PRIVATE BANK OF THE PENINSULA** ("Bank") and **ORTHOPEDIC DEVELOPMENT CORPORATION**, a Florida corporation ("Grantor").

**RECITALS**

Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor and MINSURG CORPORATION ("Minsurg"; Grantor and Minsurg are referred to herein collectively, as the "Borrowers") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and Minsurg (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

**NOW, THEREFORE**, Grantor agrees as follows:

**AGREEMENT**

To secure performance of Borrowers' obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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

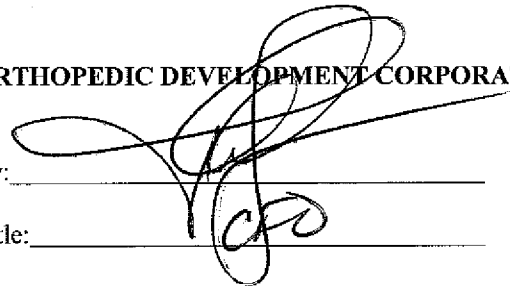
Address of Borrower:

2730 McMullen Booth Road, Suite 203  
Clearwater, FL 33761  
Attn: Chief Financial Officer

**ORTHOPEDIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_



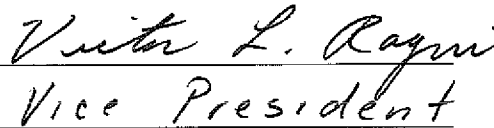
Address of Bank:

505 Hamilton Ave., Suite 110  
Palo Alto, CA 94301  
Attn: Mike Hansen

**THE PRIVATE BANK OF THE PENINSULA**

By: Victor L. Ragui

Title: Vice President



**EXHIBIT A**

**Copyrights**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
TruFUSE Training Manual	TX6824562	01/25/08
TruFUSE Allograft Package Insert	TX6820905	01/24/08
TruTUSE (sic) Facet Fusion	PA1591540	01/24/08

**EXHIBIT B**

**Patents**

<b>Title</b>	<b>Serial/ Patent Number</b>	<b>Application/ Issue Date</b>
Metallic should hemi-arthroplastic joint implant	11/177,466	07/08/05
Implant device used in minimally invasive facet joint hemi-arthroplasty	11/177,467	07/08/05
Spinal plug for a minimally invasive facet joint fusion system	11/232,519	09/22/05
Drill guide	D574,495	08/05/08
Bone plug	D574,957	01/07/08

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
TRUFUSE	3,290,465	09/11/07
MINSURG INTERNATIONAL, INC.	77/513,273	07/02/08