

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Archus Orthopedics, Inc.		03/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	c/o GE Healthcare Financial Services, Inc., LSF		
Internal Address:	83 Wooster Heights Road, Fifth Floor		
City:	Danbury		
State/Country:	CONNECTICUT		
Postal Code:	06810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3130519	ARCHUS	
Registration Number:	3133708	ARCHUS ORTHOPEDICS	
Registration Number:	3083441	TFAS	
Registration Number:	3142846	TOTAL FACET ARTHROPLASTY SYSTEM	
Serial Number:	78688558	DFAS	
CORRESPONDENCE DATA			
Fax Number:	(704)371-8277		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	704-338-5008		
Email:	nedwards@kilpatrickstockton.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Kilpatrick Stockton LLP		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$140.00 3130519

900130523

TRADEMARK
REEL: 003961 FRAME: 0518

ATTORNEY DOCKET NUMBER:	352257
NAME OF SUBMITTER:	Nancy S. Edwards
Signature:	/Nancy S. Edwards/
Date:	03/30/2009
<p>Total Attachments: 12</p> <p>source=GE_Archus - IP Security Agreement#page1.tif</p> <p>source=GE_Archus - IP Security Agreement#page2.tif</p> <p>source=GE_Archus - IP Security Agreement#page3.tif</p> <p>source=GE_Archus - IP Security Agreement#page4.tif</p> <p>source=GE_Archus - IP Security Agreement#page5.tif</p> <p>source=GE_Archus - IP Security Agreement#page6.tif</p> <p>source=GE_Archus - IP Security Agreement#page7.tif</p> <p>source=GE_Archus - IP Security Agreement#page8.tif</p> <p>source=GE_Archus - IP Security Agreement#page9.tif</p> <p>source=GE_Archus - IP Security Agreement#page10.tif</p> <p>source=GE_Archus - IP Security Agreement#page11.tif</p> <p>source=GE_Archus - IP Security Agreement#page12.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), dated as of March 30, 2009, is made by ARCHUS ORTHOPEDICS, INC., a Delaware corporation ("**Grantor**"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION ("**GE Capital**"), as agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Lenders (as defined in the Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of January 25, 2008 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Grantor, the other Loan Parties thereto, the Lenders from time to time party thereto (the "**Lenders**") and GE Capital, as agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Consent and First Amendment to Loan and Security Agreement of even date herewith, and in consideration of the consents and amendments provided to Grantor thereunder, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Lenders and the Agent to enter into the Consent and First Amendment and to induce the Lenders to continue to make their respective extensions of credit to Grantor under the Loan Agreement, Grantor hereby agrees with the Agent and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Intellectual Property Collateral**"):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use copy rights, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by (b) above;

(e) all of its US Patents and rights under any written agreement granting any right to use US patents, copyrights, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 5 hereto;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications patents, including, without limitation, those referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limiting, the security interest granted to the Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Intellectual

Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ARCHUS ORTHOPEDICS, INC.,

as Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED

as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By: _____

Name: _____

Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ARCHUS ORTHOPEDICS, INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Scott R. Towers
Name: SCOTT R. TOWERS
Title: Duly Authorized Signatory

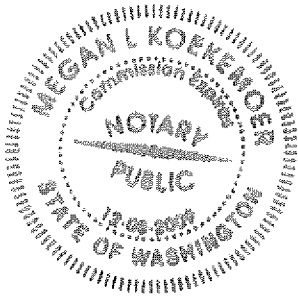
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

Acknowledgment of Grantor

STATE OF Washington
COUNTY OF King) ss

On this 30th day of March, 2009 before me personally appeared William J. Fitzsimmons proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Archus Operating, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Megan L Koelker
Notary Public



ACKNOWLEDGEMENT OF GRANTOR
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

**Schedule 1
to
Intellectual Property Security Agreement**

None.

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Schedule 2
to
Intellectual Property Security Agreement**

(Registered)

3,130,519	ARCHUS
3,133,708	ARCHUS ORTHOPEDICS
3,083,441	TFAS
3,142,846	TOTAL FACET ARTHROPLASTY SYSTEM

(Pending)

78/688,558	DFAS
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SCHEDULE 2
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Schedule 3
to
Intellectual Property Security Agreement

The following issued U.S. patents:

US 6,610,091	US 6,811,567	US 6,949,123
US 6,974,478	US 7,051,451	US 7,074,238
US 7,087,084	US 7,290,347	US 7,406,775

SCHEDULE 3
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Schedule 4
to
Intellectual Property Security Agreement**

None.

SCHEDULE 4
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Schedule 5
to
Intellectual Property Security Agreement**

None.

SCHEDULE 5
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Schedule 6
to
Intellectual Property Security Agreement**

None.

SCHEDULE 6
INTELLECTUAL PROPERTY SECURITY AGREEMENT

US2000 11264115 5

RECORDED: 03/30/2009

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